

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 37-20901
Date Received: 4/3/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY INC Phone: (208)622-3955
PO BOX 2118
SUN VALLEY ID 83353

2. Date of Priority: 01/06/1975

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	18E	16	NW SW	BLAINE	

5. Description of diverting works:

3 WELLS AND PUMPS TO SPRINKLER.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.27	

7. Total Quantity Appropriated is:
0.27 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
04N	18E	16	SW	NW	IRRIGATION	1
			NW	SW	IRRIGATION	25
			SW	SW	IRRIGATION	4
					Section Acres	30
					Total Acres	30

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-7416B.

15. Basis of Claim: License

RECEIVED

JAN 19 2001

Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): 37-07416B
Adjudication Claim No(s): A37-07416B

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant SAGEWILLOW INC EDWARD W. DUMKE, DIRECTOR
2416 PLAZA DEL GRANDE
LAS VEGAS NV 89102

4. New Owner/Claimant(s) THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY INC
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address PO BOX 2118

City, State and ZIP Code SUN VALLEY ID 83353

New Telephone Number (208) 622-3955

5. Date you acquired the property DECEMBER 9, 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS 0.27 Number of homes _____ Other Uses _____
irr/stk

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. ✓ Signature of New Owner or Claimant(s) [Signature]
THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY INC

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE COMMUNITY SCHOOL
OF KETCHUM AND SUN VALLEY, INC.**

WHEREAS, The Community School of Ketchum and Sun Valley, Inc., an Idaho corporation, recently acquired title to certain real property situated in the Blaine County, Idaho, which, together with all appurtenances thereto, including, but not limited to, Idaho Water Right No. 37-07416B, which property is hereinafter referred to as the "Subject Property", and is more particularly described as follows:

Parcels A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho; and

WHEREAS, to protect its interest in said water right it is necessary for the corporation to execute and file a Notice of Change of Water Right Ownership with the Idaho Department of Water Resources, to transfer said water right into the name of the corporation;

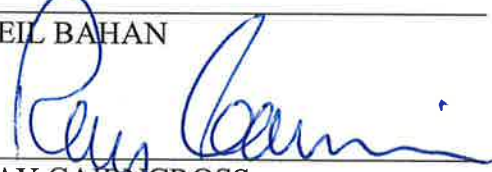
NOW, THEREFORE, be it resolved by the Board of Directors of the corporation that the above referenced Notice of Change of Water Right Ownership under Adjudication Claim No. A37-07416B, be, and the same hereby is, accepted, and that John Maksik is hereby authorized to execute on behalf of The Community School of Ketchum and Sun Valley, Inc. such Notice of Change of Water Right Ownership and have the same filed with the Idaho Department of Water Resources.

DATED this 9th day of June, 2000.

The Community School of Ketchum
And Sun Valley, Inc.
Board of Directors



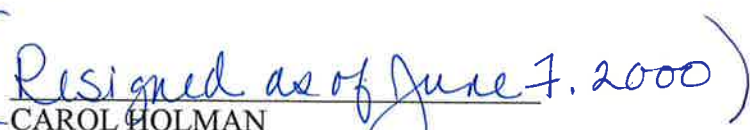
NEIL BAHAN



RAY CAIRNCROSS



SUE HARE



CAROL HOLMAN

Christopher T. duPont
CHRIS DUPONT

Jon Maksik
JON MAKSIK

Mark Eshman
MARK ESHMAN

Tim Mott
TIM MOTT

Dick Fenton
DICK FENTON

Steve Pauley
STEVE PAULEY

Michelle D. Praggastis
MICHELLE PRAGGASTIS

Jean Roth
JEAN ROTH

Lee Shepardson
LEE SHEPARDSON

Tom Unger
TOM UNGER

Barbara J. Wallace
BARBARA WALLACE

CERTIFICATION

The undersigned, Op/Babe, duly appointed and acting Secretary of The Community School of Ketchum and Sun Valley, Inc., hereby certifies that the forgoing resolution has been duly enacted and adopted by its Board of Directors, each, Director having so signified by affixing his signature thereto, at a meeting of the Board of Directors duly held on the 9th day of June, 2000.

Op/Babe, Secretary
The Community School of Ketchum
And Sun Valley, Inc.

809NP
A37-07416B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/26/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SAGEWILLOW INC 2416 PLAZA DEL GRANDE LAS VEGAS NV 89102 (702) 873-2316	01/06/1975	IRRIGATION	03-15 11-15	0.576 CFS	
TOTAL DIVERSION:					0.576 CFS	
CONSUMPTIVE USE:						150.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

BLAINE County

Point(s) of Diversion: T04N R18E S16 NWSW

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE				
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	SUM		
4N	18E	16	:	:	20	:	:	30	10	:	:	:	:	60.0		
TOTAL ACRES													60.0			

County: BLAINE

Non-Irrigation Uses: NONE

Other Rights: NONE

Remarks: GEM WATER TRANSFERRED FROM #37-07416 IN LINCOLN COUNTY, APPROVED
9/21/1988. PORTION OF ORIGINAL 2.88 CFS.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

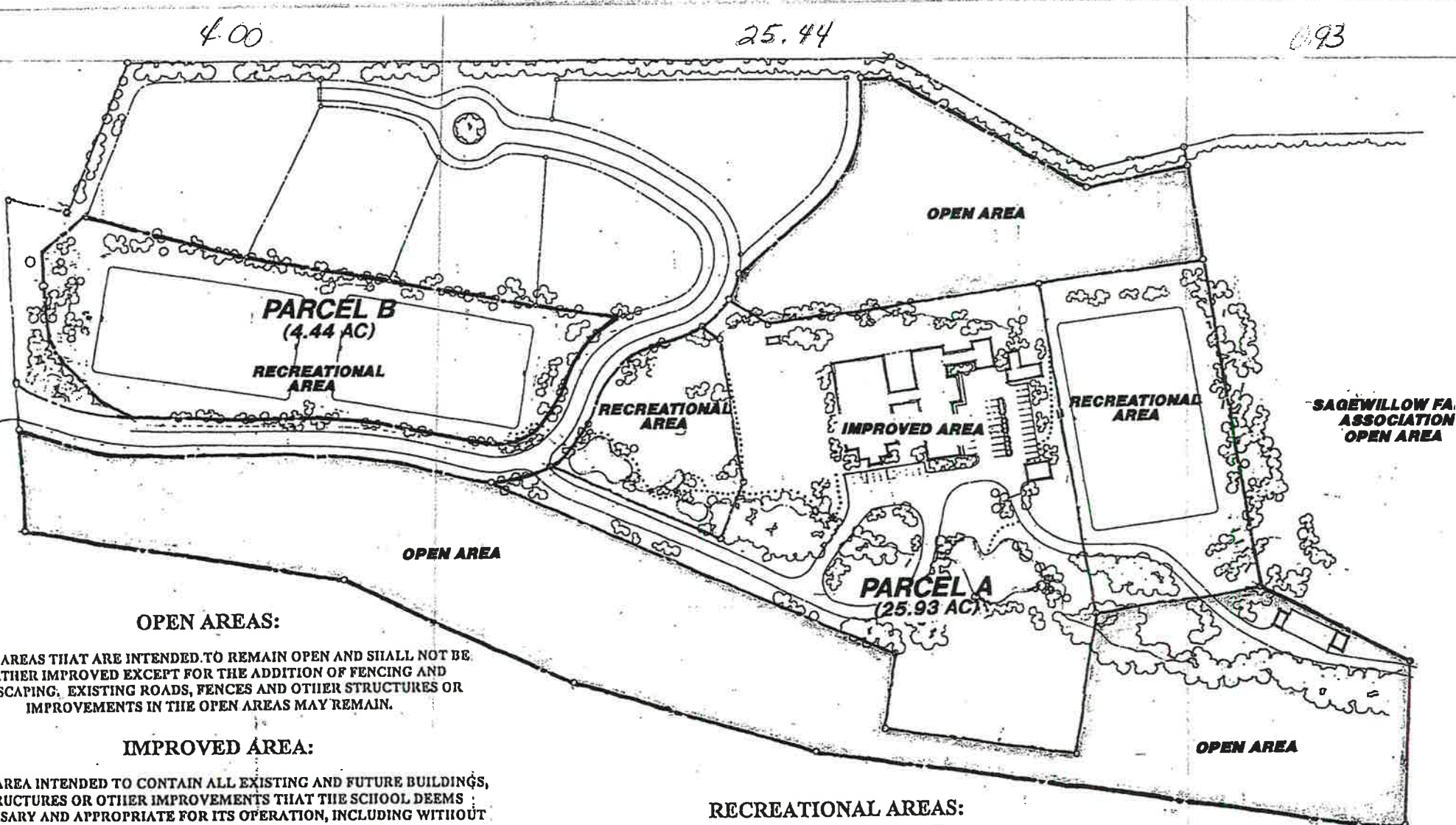
Presumption Flag:

400

25.44

093

T4N R1E S16



OPEN AREAS:

OPEN AREAS THAT ARE INTENDED TO REMAIN OPEN AND SHALL NOT BE FURTHER IMPROVED EXCEPT FOR THE ADDITION OF FENCING AND LANDSCAPING. EXISTING ROADS, FENCES AND OTHER STRUCTURES OR IMPROVEMENTS IN THE OPEN AREAS MAY REMAIN.

IMPROVED AREA:

AREA INTENDED TO CONTAIN ALL EXISTING AND FUTURE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS THAT THE SCHOOL DEEMS NECESSARY AND APPROPRIATE FOR ITS OPERATION, INCLUDING WITHOUT LIMITATION, THE ADDITION OF A RESIDENCE FOR A HEADMASTER AND CHAPER. ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS PROPOSED TO BE CONSTRUCTED OR REMODELED WITHIN THE IMPROVED AREA SHALL NOT EXCEED FORTY-FOUR (44') FEET IN HEIGHT MEASURED DIRECTLY TO EXISTING OR APPROVED GRADE, AND SHALL GENERALLY BE ARCHITECTURALLY COMPATIBLE WITH THE EXISTING BARN COMPLEX, INCLUDING THE USE OF PITCHED OR GABLED ROOFS.

RECREATIONAL AREAS:

THOSE AREAS THAT MAY BE DEVELOPED OR IMPROVED FOR OPEN, OUTDOOR RECREATIONAL PURPOSES OR FACILITIES SUCH AS, BUT NOT LIMITED TO, PLAYING FIELDS AND SOCCER FIELDS. THESE SAME RECREATIONAL AREAS MAY ALSO INCLUDE PARKING AND RESTROOM FACILITIES AS LONG AS SUCH USES ARE REASONABLY SCREENED BY APPROPRIATE LANDSCAPING.

OPEN AREA



30.37 AC

AGREEMENT FOR
GIFT AND ACCEPTANCE OF REAL PROPERTY

THIS AGREEMENT FOR GIFT AND ACCEPTANCE OF REAL PROPERTY is made by and between THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC. an Idaho nonprofit corporation ("School") and SAGEWILLOW, INC., a Nevada corporation ("Sagewillow").

WHEREAS, the School is a non-profit Idaho corporation, and a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The School operates a private school including grades pre-kindergarten through 12.

WHEREAS, Sagewillow owns real property located in Sun Valley, Idaho commonly referred to as the Sagewillow Farm, which Sagewillow desires to continue to retain its open and relatively undeveloped character. Sagewillow also desires to see that the real property be beneficially utilized by the School and the community and, therefore, is willing to donate the real property to the School, subject to the conditions set forth herein. It is Sagewillow's intent that the conditions regarding the use of the real property be covenants running with the land while the School holds title to the real property.

WHEREAS, the School is willing to accept the gift of the real property and is willing to accept the conditions to which the gift is subject.

NOW, THEREFORE, as an inducement to making the gift and further, in consideration of the conditions and promises set forth herein, the parties agree as follows:

1. Sagewillow agrees to give, by Gift Deed, all of its right, title and interest in the real property located in Sun Valley, Idaho and more particularly described in Exhibit A. The gift of this real property includes the water rights appurtenant to the real property and are generally described in Exhibit A, which will be conveyed by Assignment. The School accepts such gift, agrees to use the real property for School Purposes and agrees to the conditions set forth herein. The form of Gift Deed is attached as Exhibit B.

2. The real property consists of areas that are to remain open and undeveloped ("Open Areas"), areas that may be developed for outdoor recreational purposes ("Recreational Areas") and areas that may be improved as the School deems appropriate ("Improved Areas"). A map of the real property, attached as Exhibit C, designates these areas. With the exception of existing structures in the Open Areas, the Open Areas shall not be further improved, except for fencing and landscaping, but shall remain as green belt. The Recreational Areas may be developed into open, outdoor recreational facilities, such as playing fields and soccer fields. The Recreational Areas may include parking and restroom facilities, as long as they are aesthetically landscaped. The Improved Areas may be developed with any buildings or structures as the School deems necessary and appropriate for its operation, including without limitation, a residence for a headmaster or caretaker. Any buildings or

structures newly constructed on the real property shall be architecturally compatible (generally, roof to be pitched with the existing barn.

3. The School may allow the outdoor recreational facilities to be used by the community at large during those times, especially during the summer, when the facilities are not being used by the School. The School may impose conditions upon any non-school uses as the School deems appropriate. The School may enter into agreements to share the costs of development, construction, maintenance or use of any recreational facilities in the Recreational Areas.

4. The School is encouraged to allow its facilities, buildings and grounds to be used by local community organizations, including fundraising activities by charitable organizations.

5. It is acknowledged that the School may be required to obtain approvals and permits from the City of Sun Valley and other entities. The School shall be solely responsible for obtaining all such necessary permits and approvals.

6. Sagewillow is also conveying water rights that Sagewillow has used. The School will be responsible for obtaining any transfers of those water rights. If the transfers of the water rights are not approved, in whole or in part, then those water rights not approved for transfer will revert to the Sagewillow Charitable Trust.

7. In the event that the School decides not to continue to use the real property for School Purposes, then the real property (and any water rights) shall automatically revert to the Sagewillow Charitable Trust. This automatic reversion shall lapse and be of no force and effect after the deaths of Edmund W. Dumke, Carol B. Dumke and their children.

8. It is Sagewillow's express intent that the School shall be a steward of the land in order for the land to retain its character as of the time of this Agreement. The conditions placed on the real property and imposed on the School are to implement this expressed intent.

9. "School Purposes" shall mean any uses of the real property related to the ordinary and customary activities of a private preschool, pre-kindergarten, elementary, middle or high school.

10. If either party is a corporation, each individual executing this Agreement on behalf of said entity, represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with these terms.

11. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators; successors and assigns of the parties hereto; provided, further that the successor in interest to Sagewillow from and after the date of execution of this Agreement shall be the Sagewillow Charitable Trust. The conditions and restrictions set forth herein are covenants running with the land; provided, however, that the use restriction for

School Purposes shall lapse at the time provided for in Article 7 above. If the real property reverts back to the Sagewillow Charitable Trust, then any conditions set forth in this Agreement shall terminate as well.

12. The parties acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control.

13. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties hereto.

14. All notices or demands of any kind required or desired to be given by the parties hereunder shall be given by hand delivery to either party herein or by mail, certified or registered, postage prepaid, to the parties at the addresses set forth in this provision. All notices or demands shall be deemed delivered upon depositing the notice or demand in the United States Mail, certified or registered, postage prepaid, to the addresses set forth herein, unless any change of address shall have been given by the proper party.

School: **The Community School of Ketchum and
Sun Valley, Inc.**
Post Office Box 2118
Sun Valley, ID 83353

Sagewillow: **Sagewillow Charitable Trust**
2416 Plaza del Grande
Las Vegas, NV 89102

15. The parties are referred to herein without regard to the number or gender of the persons constituting such parties. If any party consists of two or more persons, including but not limited to individuals, 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 plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

16. In the event any provision of this Agreement 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.

17. A Memorandum of Agreement may be recorded with the Recorder of Blaine County of Blaine County or reference to this Agreement may be made in the Gift Deed to provide notice of this Agreement.

18. All exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

19. It is agreed by the parties hereto that this Agreement shall be executed in duplicate originals, and may be executed in counterpart, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the same counterpart and facsimile signatures will be considered as an original signature.

DATED as of this 10 day of December, 1998.

SAGEWILLOW, INC., a Nevada corporation

Edmund W. Dumke
By: EDMUND W. DUMKE, Director

Carol B. Dumke
By: CAROL B. DUMKE, Director

DATED as of this 9th day of December, 1998.

THE COMMUNITY SCHOOL OF KETCHUM AND
SUN VALLEY, INC., an Idaho nonprofit corporation

Beau Mills
By: BEAU MILLS, Chairman, Trustee

Linda K Sherwood
By: LINDA SHERWOOD, Vice Chairman, Trustee

Neil BAHAN
By: NEIL BAHAN, Secretary, Trustee

Tim Mott
By: TIM MOTT, Treasurer, Trustee Ross Donald

Ray Cairncross
By: RAY CAIRNCROSS, Trustee

Ross Donald
By: ROSS DONALD, Trustee Tim Mott, Treasurer

Dick Fenton
By: DICK FENTON, Trustee

Carol Holman
By: CAROL HOLMAN, Trustee

Michelle Praggastis
By: MICHELLE PRAGGASTIS, Trustee

Becky Smith
By: BECKY SMITH, Trustee

Thomas C. Unger
By: TOM UNGER, Trustee

Barbara Wallace
By: BARBARA WALLACE, Trustee

Jon Marshk
By: JON MARSHK, Trustee

DATED as of this 9th day of December, 1998.

THE COMMUNITY SCHOOL OF KETCHUM AND
SUN VALLEY, INC., an Idaho nonprofit corporation

Beau Mills
By: BEAU MILLS, Chairman, Trustee

Linda K Sherwood
By: LINDA SHERWOOD, Vice Chairman, Trustee

Neil Rahan
By: NEIL RAHAN, Secretary, Trustee

Lee Ross Donald
By: ~~THOMAS GILBERT~~ Treasurer, Trustee Ross Donald

Ray Cairncross
By: RAY CAIRNCROSS, Trustee

Ross Donald
By: ROSS DONALD, Trustee ~~Tim Moir~~, Treasurer

Dick Penton
By: DICK PENTON, Trustee

Carol Holman
By: CAROL HOLMAN, Trustee

Michelle Praggastis
By: MICHELLE PRAGGASTIS, Trustee

Becky Smith
By: BECKY SMITH, Trustee

Thomas Gil
By: TOM UNGER, Trustee

Barbara Wallace
By: BARBARA WALLACE, Trustee

John Malesik
By: JOHN MALESIK, Trustee

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY:

PARCELS A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho.

WATER RIGHTS:

Approximately .23 CFS for irrigation purposes

Approximately .04 CFS for livestock watering purposes



P.O. Box 2118 • Sun Valley • ID • 83353 • (208) 622-3955 • Fax: 622-3962

December 14, 1998

Dear Community School Family,

This morning The Community School accepted an extraordinary gift from the Dumke family. The Dumkes have given Sagewillow Farm to the School, a magnanimous gift which will both preserve the land's open character and guarantee the vitality of the School's future. Sagewillow Farm is approximately thirty acres of land located in Elkhorn, which includes open space, recreational space for athletic fields, and a barn and other structures contained within a "building envelope" that provides an area for possible future School buildings. It is a gift of incalculable value because it enables us to plan for a future which, previously, we could only imagine.

Although we know that the first phase of development will be the construction of playing fields, the School's eventual uses of this remarkable land will be the result of the combined efforts and dreams of the entire School community. Long range uses of the property by the School will be determined after members of the faculty, students, and parents have had the opportunity to consider the future needs of the School and the ways in which the community may make use of the land. As always, our planning will focus on ways in which the School's educational program can be improved for the benefit of our students. It is important for you to know as well that the School will maintain its commitment both to increasing faculty compensation and to maintaining a vigorous financial aid program.

It is rare for one generation to be given the means to plan for the next. Those of us who are a part of The Community School in 1998 will endeavor to match the magnitude of this gift with our energy, imagination, and our dreams. I am humbled and inspired to be a part of the process.

Sincerely,



Jon Maksik

— Dr. Jon Maksik —
Headmaster

(Space Above This Line for Recorder's Use)

GIFT DEED

SAGEWILLOW, INC., a Nevada corporation, Grantor, 2416 Plaza del Grande, Las Vegas, Nevada 89102, does hereby convey, release, remise and quitclaim, without consideration therefor, unto THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC., Grantee, Post Office Box 2118, Sun Valley, ID 83353, real property, located in Blaine County, Idaho, and more particularly described as follows:

Parcels A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho.

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

The real property described in this Gift Deed is subject to a certain Agreement for Gift and Acceptance of Real Property, attached hereto as Exhibit A and incorporated herein by this reference.

DATED this 11 day of December, 1998.

SAGEWILLOW, INC.
a Nevada corporation

Edmund W. Dumke
By: EDMUND W. DUMKE,
President

GIFT DEED - 1

98 DEC 14 PM 4 13
MARY GREEN, CLERK
MFP FEES \$ 36.00

Blaine
BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

421919

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

State of California

County of Los Angeles

On 12.11.98 before me, G. Leino, Notary Public

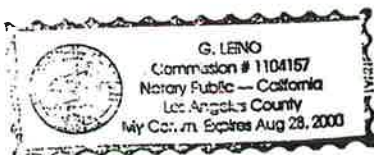
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Edmund W. Dumke

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

G. Leino

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ASSIGNMENT OF WATER RIGHTS

SAGEWILLOW, INC., a Nevada corporation, does hereby assign, convey and transfer all of its right, title and interest in certain water rights appurtenant to real property located in Blaine County, Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein by reference to THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC., an Idaho nonprofit corporation.

DATED this 11 day of December, 1998.

SAGEWILLOW, INC.

a Nevada corporation

Edmund W. Dumke President

By: Edmund W. Dumke, President

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 1998, before me, a notary public in and for said state, personally appeared EDMUND W. DUMKE, known or identified to me to be the President of SAGEWILLOW, INC., a Nevada corporation, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I hereby set my hand and affixed my official seal the day and year first above written.

See Attached

Notary Public for the State of _____
Residing at _____
Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

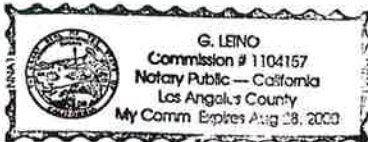
State of California

County of Los Angeles

On 12.11.98 before me, G. Leino, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Edmund W. Dumke
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

G. Leino
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

01/04/2007

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

RIGHT NUMBER: 37-20901

NAME AND ADDRESS: THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY INC
PO BOX 2118
SUN VALLEY ID 83353

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.270 CFS
105.000 AFY

PRIORITY DATE: 01/06/1975

POINT OF DIVERSION:

T04N R18E S16 NWSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.270 CFS 105.00 AFY

PLACE OF USE: IRRIGATION in BLAINE County

T04N R18E S16	SWNW	1.00	T04N R18E S16	NWSW	25.00
T04N R18E S16	SWSW	4.00			

30 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-7416B.



Idaho Department of Water Resources

SRBA Recommendation:

37-20901

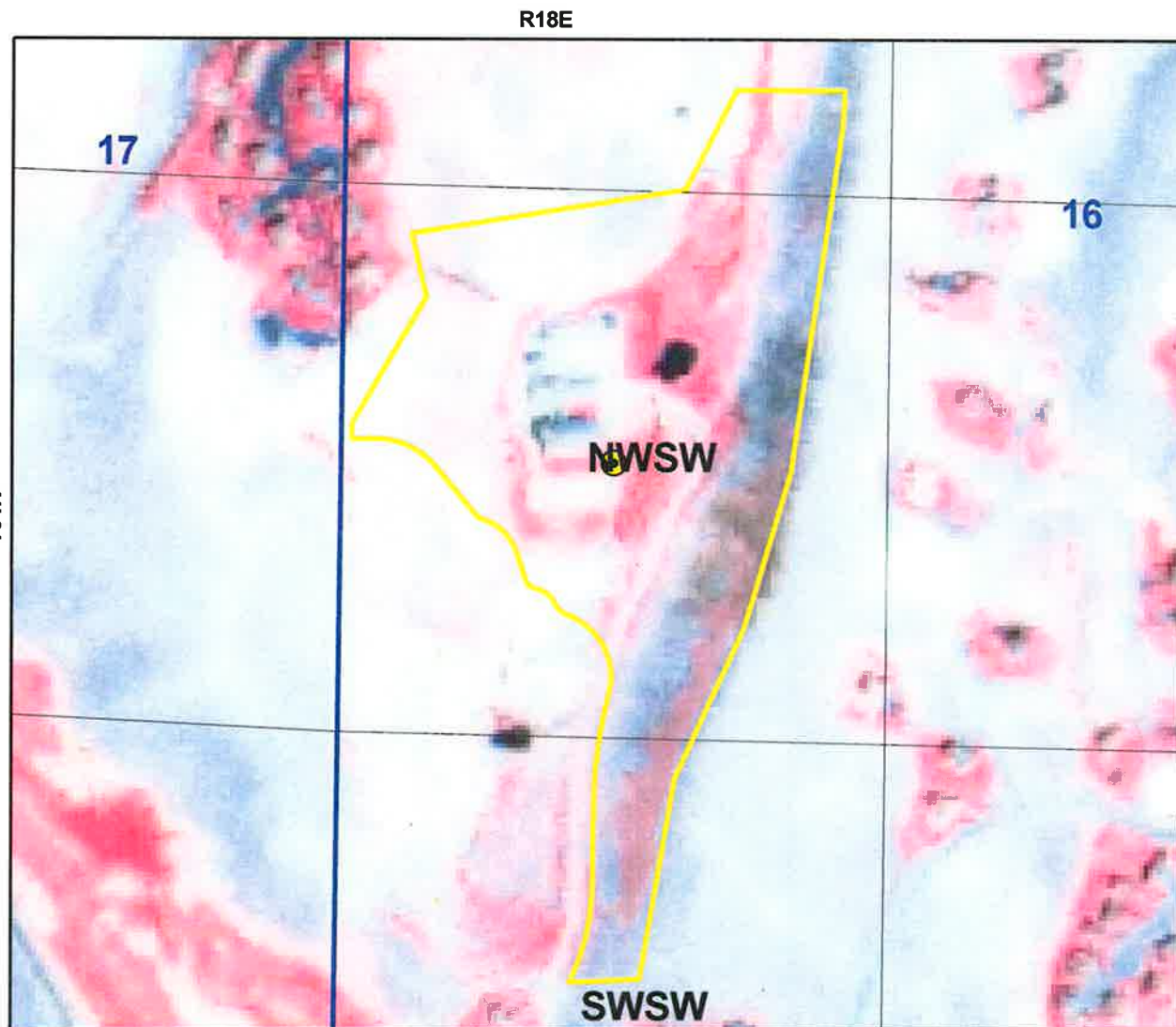
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



0 0.2 0.4 Miles



Prepared by S. Egbert
On Thursday, January 4, 2007
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20901

WATER RIGHT NUMBER: 37-20901

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	SAGE WILLOW INC 2416 PLAZA DEL GRANDE LAS VEGAS, NV 89102 (702)873-2316
Current Owner	THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY INC PO BOX 2118 SUN VALLEY, ID 83353 (208)622-3955

Priority Date: 01/06/1975 ✓

Basis: License ✓

Status: Active ✓

SourceTributary

GROUND WATER ✓

Beneficial Use

IRRIGATION ✓

From To
03/15 to 11/15 ✓Diversion Rate

0.270 CFS

Annual Volume

105

3.5 x 30A

Total Diversion: 0.270 CFSLocation of Point(s) of Diversion

GROUND WATER

BLAINE County

NW1/4SW1/4

Sec. 16, Twp 04N, Rge 18E, B.M.

10096 per acres per license = .288 but
only consumed 127

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	18E	16							1.0			25.0	4.0						30.0

Total Acres: 30

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-7416B.

Remarks:Comments:Dates and Other Information:

ROSHOLT, ROBERTSON & TUCKER

Chartered
ATTORNEYS AT LAW

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
GARY L. QUIGLEY
JUSTIN R. SEAMONS
JOHN O. FITZGERALD
D. BERNARD ZALEHA

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
1020 MAIN STREET, SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 334-6034

February 5, 1992

RECEIVED

FEB 04 1992

Attention: Judy Givens
Southern Region
Idaho Department of Water Resources
222 Shoshone St. E.
Twin Falls, ID 83301

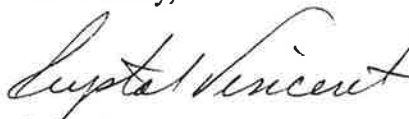
RE: SRBA CLAIMS IN THE SOUTHERN REGION

Dear Judy:

The attached is a list of our clients for whom we filed claims in the SRBA, and who by signing and returning a letter to our office, have requested that we continue to represent them in the adjudication process.

The claims highlighted identify those we filed in your region. Please check these claims and make certain that we are shown on your computer as representative, in order for us to receive the mailings from the department and perform the required service for our clients in a timely manner.

Yours truly,


Crystal Vincent

CV:mw
02059207.CV

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FEB 24 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 3458

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Department of Water Resources
Southern Region OfficeName of applicant Edmund W. Dumke Phone 734-0700
Post Office address c/o Gary Slette, P. O. Box 1906, Twin Falls, ID 83303

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Obtain a groundwater right for land without sufficient water rights

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-7416B</u>	<u>1-6-1975</u>	<u>0.576</u>	<u>Irrigation</u>	<u>Mar 15</u> to <u>Nov 15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 0.576 cubic feet per second and/or 240 acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SW	16	4N	18E	Blaine	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	18E	16							20			30	10						60
												25	4						

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FEB 24 1993Total acres 60

37-7416B

37-7416B

PART 1**6. General Information:**

- a. Description of diversion system 3 small wells & pumps, pipeline to sprinklers.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Will no longer be irrigated. Land may get a natural flush of spring runoff.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-7416B

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

1. The use of water on the lands to which the above referenced water right was appurtenant is hereby abandoned and failure to put the water to beneficial use within five (5) years of the date of the approval of this transfer on the new land identified under item B.5 shall constitute loss or forfeiture of the water right.
2. The Director maintains jurisdiction of this transfer for up to five (5) years for the purpose of determining potential interference with and the protection of existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

Witness my hand this 21st day of September

J. Glen Sayton
Chief, Operations Bureau

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FEB 24 1993 88

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 37-7416 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority 1-6-1975

5. Water is used for the following purpose:

amount 2.88 cfs for Irrigation purposes from Mar 15 to Nov 15
(cfs/ac-ft)
amount 0.07 cfs for Stockwater purposes from Jan 1 to Dec 31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.88 cubic feet per second and/or 1204.1 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	16	6S	18E	Lincoln	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	18E	9															9	11	20
		10										11	6				7	4	28
		15	16	38	17	10	35	40	23	17									196
		16	32	23		1													56

Total acres 300

9. Describe any other water rights used for the same purpose as described above _____

37-7416

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 0.576 cfs for Irrigation purposes from Mar 15 to Nov 15
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
2. Point(s) of Diversion: Same

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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	18E	15		38	12	10													60

Total acres 60**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 2.304 cfs for Irrigation purposes from Mar 15 to Nov 15
 (cfs/ac-ft) _____
 amount 0.07 cfs for Livestock purposes from Jan 1 to Dec 31
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
2. Point(s) of Diversion: Same

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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	18E	9															9	11	20
		10											11	6			7	4	28
		15	16		5		35	40	23	17									
		16	32	23		1													

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56
FEB 24 1993

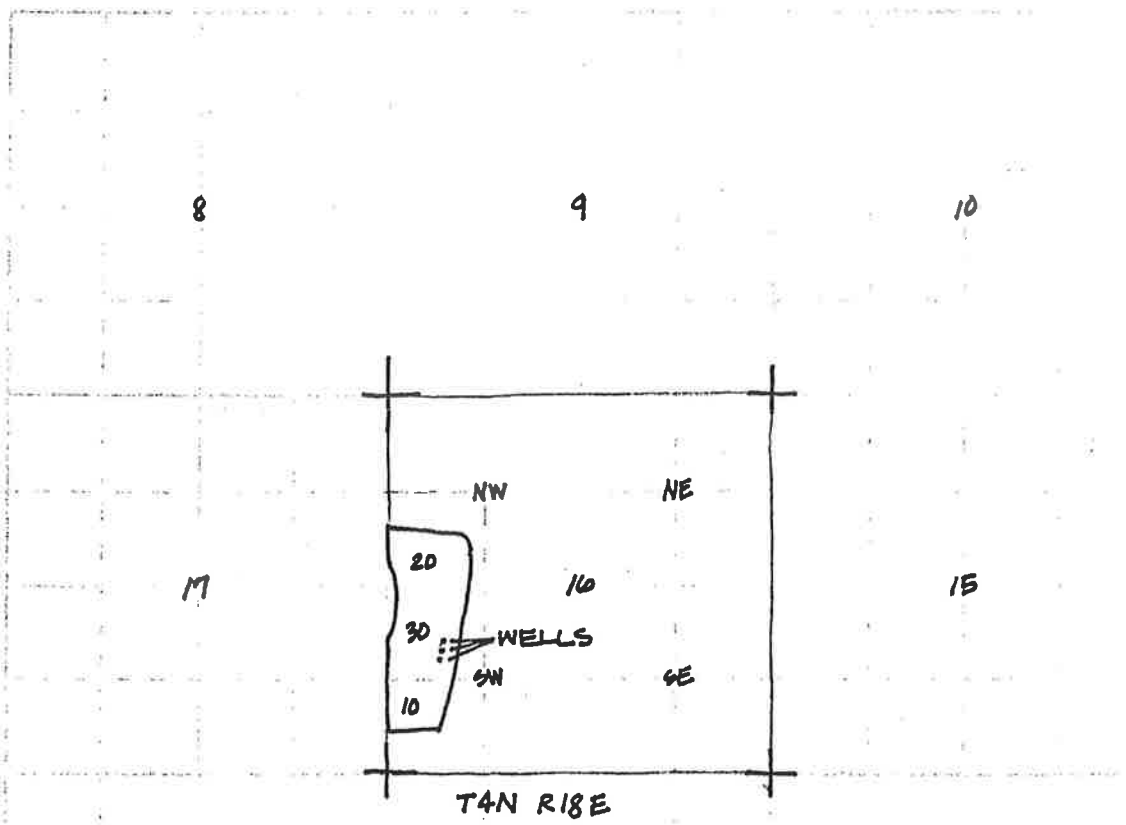
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 FEB 24 1993
 56

37-7416 A

Total acres 240

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

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



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

1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:

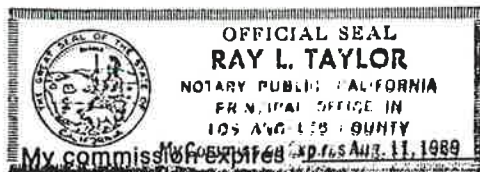
3. Describe effects on other water uses resulting from the proposed change:

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

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

X James M. Dumble
(Signature of Applicant)

Subscribed and sworn to before me this 20 day of April, 19 88.



Ray L. Taylor
(Notary Public)

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by J.P. Stanton Date 4-21-88 Protest filed by _____

Prelim. check by JB Fee \$50.00 _____

Receipted by M. Baldwin Date 5/2/88 _____

Published in Wood River Journal Copies of protest forwarded by _____

Pub. dates 7/20 + 7/27/88 Hearing held by _____ Date _____

Watermaster recommendation requested on N/A Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by Jm

Copy of transfer sent to lien holder _____

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FEB 24 1993

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7416 Priority January 6, 1975 Amount 2.88 cfs

THIS IS TO CERTIFY, that CALLEN-WELLS, INC.
of Wendell, Idaho, has complied with the terms and conditions of Permit
No. 37-7416 issued pursuant to Application for Permit dated January 6, 1975
and has submitted proof to the Department of Water Resources on September 26, 1979
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.88 cfs of water from a groundwater source
tributary to _____, and that the permit holder has applied to a beneficial use an
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>2.88</u> cfs and	<u>1200</u> acre feet
<u>Stockwater</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.07</u> cfs and	<u>4.1</u> acre feet
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 2.88 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1204.1 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16, Twp. 6S,
Rge. 18E, B.M. in the County of Lincoln

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6S	18E	9															9	11	20
		10											11	6			7	4	28
		15	16	38	17	10	35	40	23	17									196
		16	32	23		1													56

Total number of acres irrigated 300

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 26 day of
September, 19 80.

Director

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FEB 24 1993

CORPORATE WARRANTY DEED

For Value Received, Callen-Wells, Inc., an Idaho corporation, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto R. Wendell Johnson and Kathryn E. Johnson, husband and wife, whose address is Route No. 1, Box 31, Richfield, Idaho 83349, hereinafter referred to as "Grantees", all of its right, title and interest in and to certain real property located in Lincoln County, Idaho and more particularly described as follows, to-wit:

Township 6 South, Range 18 East of the Boise Meridian, Lincoln County, Idaho

PARCEL NO. 1:

Section 9: SE1/4SW1/4; S1/2SE1/4;

Section 10: That part of the S1/2S1/2 lying South of Union Pacific Railroad Company right of way;

Section 15: That part of the N1/2, and the N1/2 S1/2 lying North of Union Pacific Railroad Company right of way.

Parcel No. 2:

Section 16: That part of the N1/2 lying South of Union Pacific Railroad right of way and North of State Highway No. 24;

That part of the N1/2 lying North of the North boundary of Union Pacific Railroad Company right of way.

Together with 20.52 shares of stock in the Big Wood Canal Company and Water Right License No. 37-7416.

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

Dated this 19 day of August, 1986.

CALLEN-WELLS, INC.

By: C. P. Clare
President

MICROFILMED
FEB 24 1993

STATE OF *Illinois*)
County of *Cook*) ss.

On this 19 day of August, 1986, before me, the undersigned, a notary public in and for said county and state, personally appeared C. P. Clare, known to me to be the President of Callen-Wells, Inc., the corporation whose name is subscribed to the within instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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



Rita Hild
NOTARY PUBLIC FOR
Residing at *3101 N. Paulina St.*
My Commission Expires: *12/24/89* *60645*

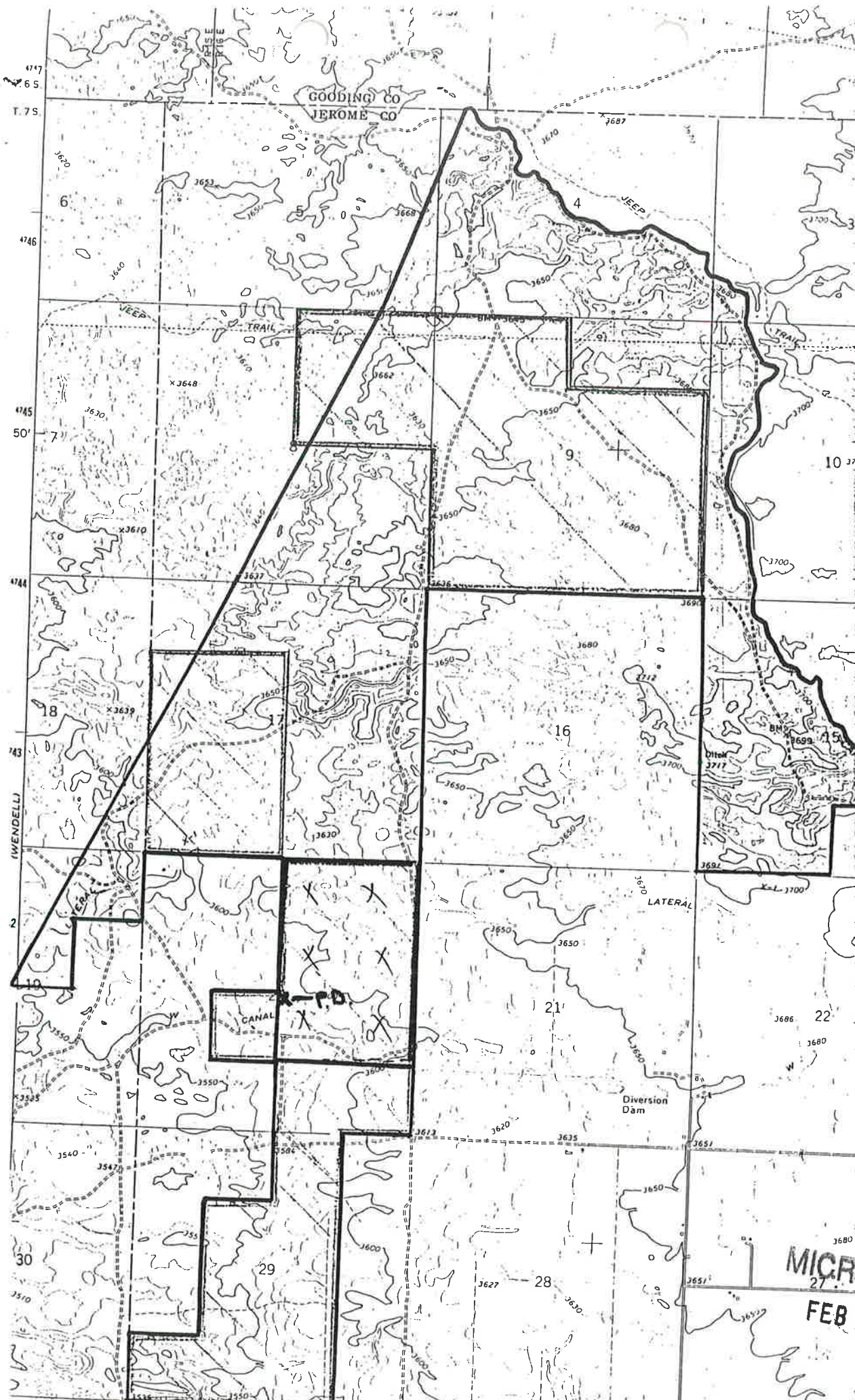
No. 149998
RECORDED
AUG 22 1986

A.M. 2:20 P.M.
LINCOLN COUNTY RECORDER
DANA STURGEON
Marilyn Harris, Dep.

Fee: 4.00

Return: Land Title

MICROFILMED
FEB 24 1993



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FEB 24 1993