

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 37-2557D
Date Received: 10/24/1988
Receipt No: X999999
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

FERGUSON BERMAN TRUST OF 1994 Phone: (208)578-1131
PO BOX 4103
HAILEY ID 83333

2. Date of Priority: 09/25/1954

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	19E	18	NW NW	BLAINE	

5. Description of diverting works:

WELL & PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	10/15	0.1	

7. Total Quantity Appropriated is:

0.1 C.F.S. and/or 14 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	19E	18	NW	NW	1	IRRIGATION
						4
						Section Acres
						4
						Total Acres
						4

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:

CLAIM WAS SPLIT FROM A 37-02557A PURSUANT TO APPROVED TRANSFER 4537.

***** CLAIM AMENDED PURSUANT TO APPROVED TRANSFER 4537: 1. RIGHT HOLDER SHALL COMPLY WITH THE DRILLING PERMIT REQUIREMENTS OF SECTION 42-235, IDAHO CODE.

2. THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.

3. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.

4. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.

5. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.

6. THE RIGHT HOLDER SHALL USE THE FULL ALLOTMENT OF APPURTENANT SURFACE WATER RIGHTS, TO THE EXTENT THEY ARE AVAILABLE, IN CONJUNCTION WITH GROUNDWATER DIVERTED PURSUANT TO THIS RIGHT.

7. THIS RIGHT TO DIVERT GROUNDWATER SHALL NOT BE USED IF THE SURFACE WATER RIGHT(S) APPURTENANT TO THE PLACE OF USE IS SOLD, TRANSFERRED, LEASED OR USED ON ANY OTHER PLACE OF USE WITHOUT THE APPROVAL OF THE DEPARTMENT.

8. PLACE OF USE IS LOCATED WITHIN LOT 1, BLOCK 2 BELLEVUE FARMS SUBDIVISION.

15. Basis of Claim: License

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

RECEIVED

NOV 16 2005

Department of Water Resources
 Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	37-21567	X		37-2557D	
	37-21523	X			
	37-21534	X			
	37-21545	X			
	37-21556	X			

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) Brett Sullivan
P.O. Box 2525, Hailey, Idaho 83333
4. New Owner/Claimant(s) David Berman and Christine Frances Ferguson, Trustees of the Ferguson Berman Trust of 1994
 Name Connector (Check one): ☒ and, ☐ or ☐ and/or
- New Mailing Address P.O. Box 4103
- City, State and Zip Code Hailey, ID 83333
- New Telephone Number (208) 578-1131
5. Date you acquired the property October 28, 2005

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 37-21567

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	0.13 cfs	5 acres
Stock		
Domestic		
Other		
Total	0.13 cfs	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 37-21523

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	0.08 cfs	5 acres
Stock		
Domestic		
Other		
Total	0.08 cfs	

DAVID BERMAN, TRUSTEE

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

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

- 6. IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change of ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	<u>37-21567</u>	
Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	<u>0.13 cfs</u>	<u>5 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>0.13 cfs</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-21523</u>		
Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	<u>0.08 cfs</u>	<u>5 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>0.08 cfs</u>	

7. Signature of New owner(s) or Claimant(s)
(include title if applicable)

DAVID BERMAN, TRUSTEE
Christine Frances Ferguson, Trustee
CHRISTINE FRANCES FERGUSON, TRUSTEE

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

For Office Use only

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

- DESCRIPTION OF YOUR PORTION OF WATER RIGHT**
 (If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 37-21534

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	<u>0.005 cfs</u>	<u>5 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>0.005 cfs</u>	

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

- | DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7) | | |
|--|--|---|
| Water Right and/or Adjudication Claim Number | <u>37-21534</u> | |
| Water Use | Diversion Rate or Volume
(Cubic feet per second or acre-feet per annum) | Description
(acres, number and type of stock, homes, etc.) |
| Irrigation | <u>0.005 cfs</u> | <u>5 acres</u> |
| Stock | <u> </u> | <u> </u> |
| Domestic | <u> </u> | <u> </u> |
| Other <u> </u> | <u> </u> | <u> </u> |
| Total | <u>0.005 cfs</u> | |

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

- | DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7) | | |
|--|---|--|
| Water Right and/or Adjudication Claim Number <u>37-21556</u> | | |
| Water Use | Diversion Rate or Volume
(Cubic feet per second or acre-feet per annum) | Description
(acres, number and type of stock, homes, etc.) |
| Irrigation | <u>0.005 cfs</u> | <u>5 acres</u> |
| Stock | <u> </u> | <u> </u> |
| Domestic | <u> </u> | <u> </u> |
| Other <u> </u> | <u> </u> | <u> </u> |
| Total | <u>0.005 cfs</u> | |

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
 (If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

- LEE David Lee Berman Trustee

CHRISTINE FRANCES FERGUSON, TRUSTEE

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

For Office Use only

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

- | DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7) | | |
|--|--|---|
| Water Right and/or Adjudication Claim Number <u>37-21556</u> | | |
| Water Use | Diversion Rate or Volume
(Cubic feet per second or acre-feet per annum) | Description
(acres, number and type of stock, homes, etc.) |
| Irrigation | <u>0.005 cfs</u> | <u>5 acres</u> |
| Stock | <u></u> | <u></u> |
| Domestic | <u></u> | <u></u> |
| Other <u></u> | <u></u> | <u></u> |
| Total | <u>0.005 cfs</u> | |

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

- Christine Frances Ferguson, Trustee
CHRISTINE FRANCES FERGUSON, TRUSTEE

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

Order No. 0521762

QUITCLAIM DEED

For Value Received

BRETT J. SULLIVAN and JENNIFER SULLIVAN, husband and wife

Do hereby convey, release, remise and forever quitclaim unto

**DAVID LEE BERMAN AND CHRISTINE FRANCES FERGUSON, TRUSTEES OF
THE FERGUSON BERMAN TRUST OF 1994, and any amendments thereto**

Whose current address is

P O Box 4103, Hailey, ID 83333

The following described premises, to-wit:

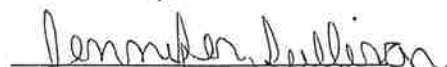
Any and all water rights appurtenant to the following property:

**Lot 1, Block 2 of BELLEVUE FARMS SUBDIVISION, BLAINE COUNTY, IDAHO,
according to the official plat thereof, recorded August 25, 1980, as Instrument No. 206106,
records of Blaine County, Idaho.**

Together with their appurtenances.



Brett J. Sullivan



Jennifer Sullivan

COPY

State of: Idaho
County of: Blaine

On this 28th day of **October, 2005**, before me, the undersigned, a Notary Public, in and for said State, personally appeared **BRETT J. SULLIVAN and JENNIFER SULLIVAN**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Carolyn Baird
Notary Public
Residing at: Harley
Commission Expires: 1/23/2009



WARRANTY DEED

FOR VALUE RECEIVED, and as consideration as part of an IRC § 1031 tax-deferred exchange,

BRETT J. SULLIVAN, an unmarried man who acquired title as an unmarried man

the Grantor does hereby grant, bargain, sell, convey and warrant unto

**DAVID LEE BERMAN AND CHRISTINE FRANCES FERGUSON, TRUSTEES OF
THE FERGUSON BERMAN TRUST OF 1994, and any amendments thereto**

the Grantee whose current address is:

**P O Box 4103
Hailey, ID 83333**

the following described premises, in **BLAINE COUNTY, IDAHO**, to-wit:

**Lot 1, Block 2 of BELLEVUE FARMS SUBDIVISION, BLAINE COUNTY, IDAHO,
according to the official plat thereof, recorded August 25, 1980, as Instrument No. 206106,
records of Blaine County, Idaho.**

This transaction is a 1031 Exchange for the benefit of David Lee Berman and Christine Francis Ferguson, Trustees of the Ferguson Berman Trust of 1994, **as replacement** property.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

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

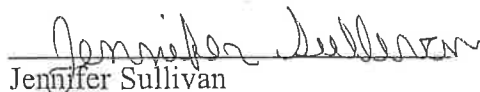


Brett J. Sullivan



Date

The execution and acknowledgement of this Warranty Deed is entered into by Jennifer Sullivan to satisfy the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.) and to establish that Brett J. Sullivan is dealing with said property as his separate property.

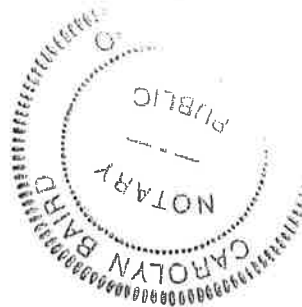
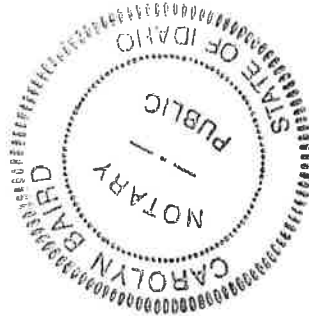


Jennifer Sullivan

State of: Idaho
County of: Blaine

On this 28th day of October, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared **BRETT J. SULLIVAN and JENNIFER SULLIVAN**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Carolyn Baird
Notary Public
Residing at: Hailey
Commission Expires: 1/23/2009



JAMES P. SPECK
jimspeck@cox-internet.com
DOUGLAS J. AANESTAD
aanestad@cox-internet.com

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS
120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

RECEIVED

NOV 16 2005

Department of Water Resources
Southern Region

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

November 15, 2005

Ms. Trish Fawcett
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls ID 83301

**Re: David Lee Berman and Christine Frances Ferguson,
Trustees of the Ferguson Berman Trust of 1994 -
Water Rights for Lot 1, Block 2 of Bellevue Farms
Subdivision, Blaine County, Idaho
Our File No.: 241/050181**

Dear Trish:

Enclosed you will find the original and one copy of a Notice of Change in Water Right Ownership for the water rights appurtenant to the above-referenced lot. The previous owner of that lot, Brett Sullivan, recently filed a Notice of Change in Water Right Ownership for the Big Wood River water rights appurtenant to the lot. I understand you will now skip over that ownership change and put the record ownership of these water rights in the name of Mr. Berman and Ms. Ferguson as trustees of their trust.

Please receipt date stamp the copy of the Notice and return it to me in the postage prepaid self-addressed envelope included for that purpose. Kindly call me if you have any questions.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

JPS:jal
Enclosures
cc: Client

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

RECEIVED
OCT 24 2005
 Department of Water Resources
 Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	<u>37-21567</u>	<u>X</u>	_____	_____	_____
_____	<u>37-21523</u>	<u>X</u>	_____	_____	_____
_____	<u>37-21534</u>	<u>X</u>	_____	_____	_____
_____	<u>37-21545</u>	<u>X</u>	_____	_____	_____
_____	<u>37-21556</u>	<u>X</u>	_____	_____	_____

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) Bellevue Farms Landowners Association
P.O. Box 774, Bellevue, Idaho 83313
4. New Owner/Claimant(s) Brett J. Sullivan
 Name Connector (Check one): [☒] and, [] or [] and/or
- New Mailing Address P.O. Box 2525
- City, State and Zip Code Hailey, ID 83333
- New Telephone Number (208) 471-0423
5. Date you acquired the property August 6, 2004

6. **IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.**

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 37-21567

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	0.13 cfs	5 acres
Stock		
Domestic		
Other		
Total	0.13 cfs	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 37-21523

Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	0.08 cfs	5 acres
Stock		
Domestic		
Other		
Total	0.08 cfs	

7. Signature of New owner(s) or Claimant(s)
(include title if applicable)

BRETT J. SULLIVAN

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

For Office Use only

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

- | DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7) | | |
|--|---|--|
| Water Right and/or Adjudication Claim Number <u> 37-21534 </u> | | |
| Water Use | Diversion Rate or Volume
<small>(Cubic feet per second or acre-feet per annum)</small> | Description
<small>(acres, number and type of stock, homes, etc.)</small> |
| Irrigation | <u> 0.005 cfs </u> | <u> 5 acres </u> |
| Stock | <u> </u> | <u> </u> |
| Domestic | <u> </u> | <u> </u> |
| Other _____ | <u> </u> | <u> </u> |
| Total | <u> 0.005 cfs </u> | |


BRETT J. SULLIVAN

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

6. **IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change of ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-21556</u>		
Water Use	Diversion Rate or Volume (Cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	<u>0.005 cfs</u>	<u>5 acres</u>
Stock	<u></u>	<u></u>
Domestic	<u></u>	<u></u>
Other <u></u>	<u></u>	<u></u>
Total	<u>0.005 cfs</u>	

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

7. Signature of New owner(s) or Claimant(s) BRETT J. SULLIVAN
(include title if applicable)

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

For Office Use only

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Fritz X. Haemmerle
HAEMMERLE & HAEMMERLE, P.L.L.C.
P.O. Box 1800
Hailey, ID 83333

Instrument # 507991

HAILEY, BLAINE, IDAHO

2004-08-06

04:06:00 No. of Pages: 1

Recorded for : HAEMMERLE & HAEMMERLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

(space above line for Recorder's use)

QUITCLAIM DEED

INSTRUMENT No. 507991

FOR VALUE RECEIVED, Bellevue Farms Landowners Association, Inc. (Grantor), does hereby convey, release, remise and forever quit claim unto Brett J. Sullivan, a single man, (Grantee), all right, title and interest in and to any water rights appurtenant to the following real property:

Lot 1, Block 2, Bellevue Farms Subdivision, according to the official plat of record of Blaine County, State of Idaho.

DATED this 30 day of June, 2004.

BELLEVUE FARMS LANDOWNERS ASSOICATION, INC.

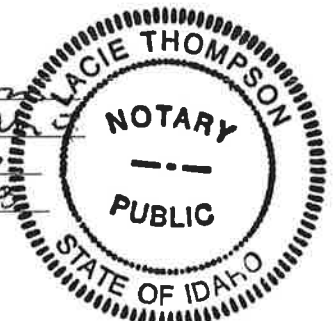


By: Matthew Henning, President

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 30th day of June, 2004, before me, a Notary Public in and for said State, personally appeared Matthew Henning, President, Bellevue Farms Landowners Association, Inc., Grantor, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Lacie Thompson
NOTARY PUBLIC for Idaho
Residing at Bellevue, ID
Commission expires 1/14/2008



SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
jimspeck@cox-internet.com
DOUGLAS J. AANESTAD
aanestad@cox-internet.com

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

October 21, 2005

RECEIVED
OCT 24 2005
Department of Water Resources
Southern Region

Ms. Trish Fawcett
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, Idaho 83301

Re: *Brett J. Sullivan;*
Water Rights for Lot 1, Block 2, Bellevue Farms Subdivision

Dear Trish:

Enclosed you will find the original and one copy of the Notice of Change in Water Right Ownership for Brett J. Sullivan as the owner of Lot 1, Block 2 in Bellevue Farms Subdivision. The Notice covers the Big Wood River water rights. My client is already the record owner of his proportionate share of the ground water right.

Would you please receipt date-stamp the copy of the Notice and return it to me in the postage prepaid, self-addressed envelope included for that purpose. Kindly call me right away if you have any questions.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: _____


James P. Speck

JPS/jef

Enclosures

cc: Client (w/encl.)
Matt Luck (w/encl.)



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

March 31, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

FERGUSON BERMAN TRUST OF 1994
PO BOX 4103
HAILEY ID 83333

RE: Bellevue Farms Subdivision water rights

Dear Claimants:

Pursuant to the notification that you own a lot in Bellevue Farms Subdivision, the department has split the Subdivision's claims. Computer-generated copies of your portion of these claims are enclosed. Please review these documents and should you have any questions or corrections, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 21, 2003

BRETT SULLIVAN
PO BOX 2525
HAILEY ID 83333

Re: SRBA Claim #37-02557D

Dear Mr. Sullivan:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copy of the computer record of the claim noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Carrie Hahn
Office Specialist

Enc. (2)

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 37-2557D
Date Received: 10/24/1988
Receipt No: X999999
Received By:

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

1. Name of Claimant(s)

BRETT SULLIVAN Phone: (208)788-7048

PO BOX 2525
HAILEY ID USA 83333

2. Date of Priority: 09/25/1954

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	19E	18	NW NW	BLAINE	

5. Description of diverting works:

WELL & PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	10/15	0.1	

7. Total Quantity Appropriated is:
0.1 C.F.S. and/or 14 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
01N	19E	18	NW	NW	1	IRRIGATION	4
						Section Acres	4
						Total Acres	4

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:

CLAIM WAS SPLIT FROM A 37-02557A PURSUANT TO APPROVED TRANSFER 4537.

***** CLAIM AMENDED PURSUANT TO APPROVED TRANSFER 4537: 1. RIGHT HOLDER SHALL COMPLY WITH THE DRILLING PERMIT REQUIREMENTS OF SECTION 42-235, IDAHO CODE.

2. THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.

3. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.

4. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.

5. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.

6. THE RIGHT HOLDER SHALL USE THE FULL ALLOTMENT OF APPURTENANT SURFACE WATER RIGHTS, TO THE EXTENT THEY ARE AVAILABLE, IN CONJUNCTION WITH GROUNDWATER DIVERTED PURSUANT TO THIS RIGHT.

7. THIS RIGHT TO DIVERT GROUNDWATER SHALL NOT BE USED IF THE SURFACE WATER RIGHT(S) APPURTENANT TO THE PLACE OF USE IS SOLD, TRANSFERRED, LEASED OR USED ON ANY OTHER PLACE OF USE WITHOUT THE APPROVAL OF THE DEPARTMENT.

8. PLACE OF USE IS LOCATED WITHIN LOT 1, BLOCK 2 BELLEVUE FARMS SUBDIVISION.

15. Basis of Claim: License

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

RECEIVED**JUL 01 2003**

Department of Water Resources
Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	37-2557	D			

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s)

DIVERSIFIED MANAGEMENT INC.
PENSION PLAN & TRUST
BRETT SULLIVAN

4. New Owner/Claimant(s)

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

FOX 2525
HAILEY IDAHO 83333

City, State and ZIP Code

New Telephone Number

208 788 7048

5. Date you acquired the property

MARCH 29, 2002

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

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

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

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





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

For Office Use Only

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

Real Estate Purchase And Sale Agreement



Purchase Price \$ 139,000.00

One hundred thirty-nine thousand Dollars

Buyer: Brett Sullivan, a single man

Seller: Diversified Management Inc., Pension and Trust

Property Address: 102 Equus Loop

Legal Description: Lot 1 Block 2, Bellevue Farms

City:

County: Blaine

State: Idaho

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

Terms The purchase price is payable as follows:

\$ 139,000.00

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

\$

Seller Financing - See Financing Contingency "Other Terms"

\$

Other - See Financing Contingency "Other Terms"

\$ 139,000.00

Total Purchase Price - Not including closing costs

Earnest Money \$ 2,000.00

Two thousand Dollars

Evidenced By:

To be Held By:

Other Remarks:

☒ Personal Check

☐ Listing Broker

Earnest monies to be deposited no later than 5 working days from mutual acceptance

☐ Cashier's Check

☒ Selling Broker

☐ Promissory Note

☐ Title Company

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

Offer Expires On: Date: 03/02/2002

Time: 8 PM

Closing Date: 03/29/2002

Possession Date: ☒ On closing date OR ☐ Other:

Responsible Closing Broker / Office: Cynthia Ward-Cornerstone Realty Inc

Responsible Closing Agency / Title Co: First American Title

Inspection Contingency

Yes ☐ No ☒

- 1) This offer is contingent upon Buyer's inspections of the property and acceptance of the condition of the property in writing on or before _____
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the real property or improvements is approximate. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in the Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.
- 7) THIS INSPECTION MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT PREVIOUSLY UNDISCLOSED TO AND / OR UNKNOWN TO BUYER.
- 8) If Buyer does object, Buyer shall, prior to expiration of the inspection contingency period, notify Seller in writing identifying those material conditions or defects previously undisclosed to and / or unknown to Buyer to which Buyer objects and in such notification, shall elect to (a) terminate this Agreement or (b) list acceptable remedies and allow Seller to cure such material condition(s) or defect(s). If Buyer elects (b), Seller shall have _____ business days after receipt of such notice to give Buyer written notice that Seller will correct such condition(s) and defect(s) prior to closing, in which case the inspection contingency shall be conclusively deemed satisfied.

Inspection Contingency Paragraph 8 - Continued

Document # LJ-32-02

Buyer's Initials / Date

BS, 3/1/02

Seller's Initials / Date

HL, 3/2/02

Date of Document: 03/01/2002

Buyer's Initials / Date

Seller's Initials / Date

FAX 208 2883 CORNERSTONE REALTY, INC.

Inspection Contingency Paragraph 8- Continued

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

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

Yes ☒ No ☐**Financing Contingency**

This Agreement is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐New Loan: ☒

Amount: \$119,000

Years: 3

Type of Loan: Conv. ☒

Maximum % Rate: 6

Maximum Points:

FHA ☐Fixed Rate ☐VA ☐Adj. Rate ☒☒ Property must appraise at no less than the purchase price.☒ Preliminary Approval. Buyer shall, on or before already approved provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

Other Terms: Cash down of 20%, or \$27,800.00.

Buyer agrees to make a best effort to obtain such financing and to make written application within 1 business days after acceptance of this Agreement by both parties. If Buyer has not waived or satisfied this contingency in writing on or before March 20, 02

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

Yes ☐ No ☒**Sale of Buyer's Property Contingency**

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

Listed with:

Listing Agent:

Phone:

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

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

Yes ☐ No ☒**Seller's Right to Accelerate Buyer's Contingency Releases**

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

Document # LJ-32-02

Buyer's Initials / Date HLK 3/1/02Seller's Initials / Date HLK 3/2/02

Date of Document: 03/01/2002

Buyer's Initials / Date _____

Seller's Initials / Date _____

Page 2 of 8

Other Contingencies

Yes ☐ No ☒ See Addendum(s) ☐

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

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

Additional Terms

Yes ☒ No ☐ See Addendum(s) ☐

1. Seller to have pump turned on by Wood River Drill and Pump, at his expense, as soon as weather permits in the Spring of 2002. Pump to be in working order at time of start-up.

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

Excluded Items

Water right as defined by I.D. A37-02557-D. Water Right # 25187, all irrigation equipment, all fencing and components

NA

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

Agents

Listing Agent: Linda Johnston
Agency: Cornerstone Realty Inc

Selling Agent: Linda Johnston
Agency: Cornerstone Realty Inc.
Phone: 208-788-2646
Fax:
E-Mail:

Phone: 208-788-2646

Fax: 208-788-2883

E-Mail:

Document # LJ-32-02

Buyer's Initials / Date

Date of Document: 03/01/2002

Buyer's Initials / Date

Seller's Initials / Date

Seller's Initials / Date

Page 3 of 6

REPRESENTATION CONFIRMATION

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

Section 1:

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

Section 2:

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

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

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

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

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

Standard Terms - Continued

Document # LJ-32-02

Date of Document: 03/01/2002

Buyer's Initials / Date

Buyer's Initials / Date

Seller's Initials / Date

Seller's Initials / Date

Page 4 of 6

Standard Terms - Continued

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

Standard Terms - Continued

Document # LJ-32-02

Buyer's Initials / Date

Seller's Initials / Date

Date of Document: 03/01/2002

Buyer's Initials / Date

Seller's Initials / Date

Page 5 of 6

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

Version 1.0 - 06/2001

Standard Terms - Continued

18) Time is of the Essence in this Agreement.

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

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

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

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

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

Buyer's Signature
x Brett Sullivan 3/1/02
Signature Date

Printed Name Brett Sullivan
Address
City, State, Zip BOX 2525
Home Phone HAILEY ID 83332
Business Phone 788-8323
Fax
E-Mail

Buyer's Signature

x _____
Signature Date

Printed Name
Address
City, State, Zip
Home Phone
Business Phone
Fax
E-Mail

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

☐ "AS-IS" ☐ Subject to attached Counteroffer

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

Seller's Signature
x H.L. Kasper 3/2/02
Signature Date

Printed Name H.L. Kasper
Address 316 W Oakhaugen Dr
City, State, Zip Engle ID 83616
Home Phone 208 938-3580
Business Phone 859 0109
Fax 938-3600
E-Mail h.l.kasper@msw.com

Seller's Signature

x _____
Signature Date

Printed Name
Address
City, State, Zip
Home Phone
Business Phone
Fax
E-Mail

Document # LJ-32-02

Date of Document: 03/01/2002

Page 6 of 6

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

Version 10 * 06/2001

567

BELLEVE FARM SUBDIVISION

LOCATED WITHIN SECTIONS 7 AND 18 T1N R19E, BM

BLAINE COUNTY, IDAHO

JULY, 1980

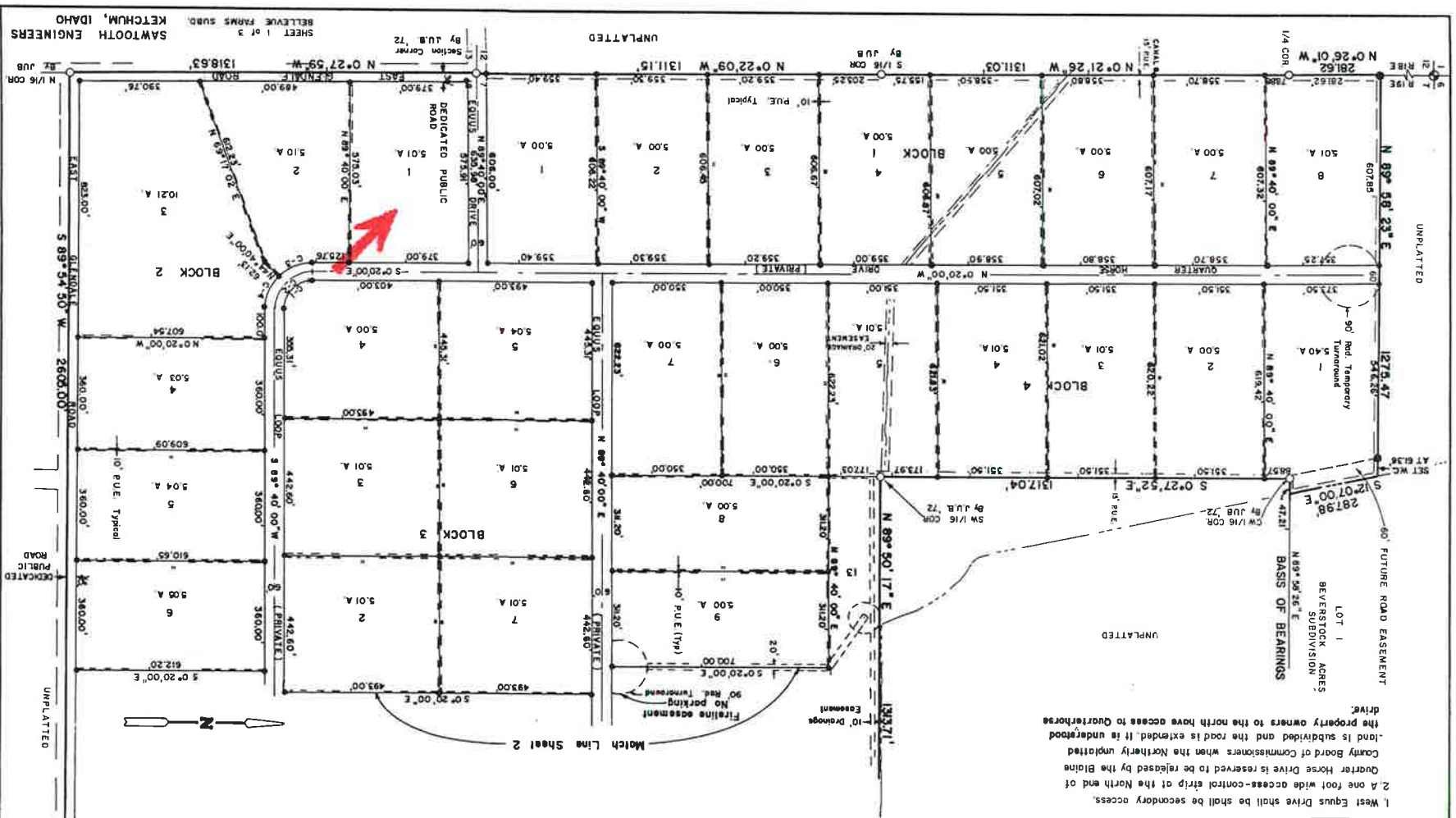
SCALE IN FEET

CURVE	R	A	T	L	CH. BEARING
C-1	90.00	90°00'00"	90.00	141.37	157.28 S 45°20'00" E
C-2	120.00	90°00'00"	120.00	169.21	157.28 S 45°20'00" E
C-3	150.00	45°00'00"	62.13	117.81	5.22°30'00" E
C-4	90.00	45°00'00"	90.00	114.81	5.67°30'00" E
C-5	90.00	90°00'00"	90.00	114.37	127.28 N 44°40'00" E
C-6	120.00	90°00'00"	120.00	169.21	157.28 N 44°40'00" E
C-7	150.00	45°00'00"	62.13	117.81	5.22°30'00" E
C-8	90.00	45°00'00"	90.00	114.37	127.28 N 44°40'00" E
C-9	90.00	90°00'00"	90.00	114.37	127.28 N 45°20'00" W
C-10	120.00	90°00'00"	120.00	169.21	157.28 N 45°20'00" W
C-11	150.00	30°33'28"	40.38	80.00	79.06 S 75°03'03" E
C-12	150.00	58°26'32"	80.38	153.62	148.73 S 80°03'16" E
C-13	420.00	30°30'00"	15.82	226.02	223.30 N 74°15'00" E
C-14	430.00	45°00'00"	24.09	242.16	239.23 S 25°20'00" E
C-15	430.00	45°00'00"	24.09	242.16	239.23 S 25°20'00" E

NOTES

- 1 West Equus Drive shall be secondary access.
- 2 A one foot wide access-control strip at the North end of Quarter Horse Drive is reserved to be released by the Blaine County Board of Commissioners when the Northern unplatted land is subdivided and the road is extended. It is understood the property owners to the north have access to Quarterhorse drive.

- LEGEND
- Found 5/8" Bar
 - Sat 1/2" Bar with cap No. 3621
 - Sat 5/8" Bar with cap No. 3621
 - Found Brass Cap
 - Public Utility Easement (width as shown)
 - Brigation Easement



SAWTOOTH ENGINEERS
BELLEVUE FARMS SUBD.
KETCHUM, IDAHO



First American Title Company

P.O. BOX 756 • 371 WASHINGTON AVE. NORTH • KETCHUM, 83340

Web Page: www.firstamsv.com E-Mail: fatco@firstamsv.com

TELEPHONE: (208) 726-5688 • FAX: (208) 726-3567

March 29, 2002

Cornerstone Realty
Attn: Linda Johnston
P.O. Box 39
Hailey, Id 83333

Re: Order No.: K24796
Buyer/Borrower Name(s): Brett J. Sullivan, an unmarried man
Seller Name(s): Diversified Management, Inc., Defined Benefit Pension Plan and Trust
Property Address: Unknown, Blaine County, ID 83313

Dear Linda,

We would like to take this opportunity to say "Thank you" for allowing First American Title Company to handle your transaction.

In connection with the above mentioned order please find enclosed copies of closing documents and our check number 8266 in the amount of \$2,162.50, representing broker's fees less earnest money deposit held and funds to Buyer for 2nd Deed of Trust.

Please let us know if our office can be of service to you on any future transactions. We know you had a choice in selecting your closing agent and title insurer. Thank you again for choosing First American Title Company.

Sincerely,

F. Paige McAllister-Service
Escrow Officer

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: K24796		7. LOAN NUMBER:		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
Brett J. Sullivan P.O. Box 2525 Hailey, ID 83333		Diversified Management, Inc. 318 West Oakhampton Drive Eagle, ID 83616		First Bank of Idaho P.O. Box 3239 Ketchum, ID 83340		
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:		I. SETTLEMENT DATE:		
Unknown Blaine County, ID 83313 Blaine County, Idaho Lot 1/Blk 2/Bellevue Farms Sub Blaine County, Idaho		82-0300598 First American Title Company PLACE OF SETTLEMENT 120 Second Ave. North, Ste 101 / P. O. Box 756 Ketchum, Idaho 83340		March 25, 2002 Disburse: 03/29/02		
J. SUMMARY OF BORROWER'S TRANSACTION						
100. GROSS AMOUNT DUE FROM BORROWER:						
101. Contract Sales Price						
102. Personal Property						
103. Settlement Charges to Borrower (Line 1400)						
104.						
105.						
Adjustments For Items Paid By Seller in advance						
106. City/Town Taxes to						
107. County Taxes to						
108. Blivu Farms Assess to						
109.						
110.						
111.						
112.						
120. GROSS AMOUNT DUE FROM BORROWER						
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:						
201.						
202. Principal Amount of New Loan(s)						
203. Existing loan(s) taken subject to						
204.						
205.						
206.						
207.						
208.						
209.						
Adjustments For Items Unpaid By Seller						
210. City/Town Taxes to						
211. County Taxes to						
212. Blivu Farms Assess to						
213.						
214.						
215.						
216.						
217.						
218.						
219.						
220. TOTAL PAID BY/FOR BORROWER						
300. CASH AT SETTLEMENT FROM/TO BORROWER:						
301. Gross Amount Due From Borrower (Line 120)						
302. Less Amount Paid By/FOR Borrower (Line 220)						
303. CASH (X FROM) (TO) BORROWER						
K. SUMMARY OF SELLER'S TRANSACTION						
400. GROSS AMOUNT DUE TO SELLER:						
401. Contract Sales Price						
402. Personal Property 139,000.00						
403.						
404.						
405.						
Adjustments For Items Paid By Seller in advance						
406. City/Town Taxes to						
407. County Taxes to						
408. Blivu Farms Assess to						
409.						
410.						
411.						
412.						
420. GROSS AMOUNT DUE TO SELLER 139,000.00						
500. REDUCTIONS IN AMOUNT DUE TO SELLER:						
501. Excess Deposit (See Instructions)						
502. Settlement Charges to Seller (Line 1400)						
503. Existing loan(s) taken subject to 12,832.50						
504. Payoff of first Mortgage						
505. Payoff of second Mortgage						
506. Deposit retained by broker						
507. 2,000.00						
508.						
509.						
Adjustments For Items Unpaid By Seller						
510. City/Town Taxes to						
511. County Taxes 01/01/02 to 03/29/02						
512. Blivu Farms Assess 01/01/02 to 03/29/02 178.62						
513. 107.26						
514.						
515.						
516.						
517.						
518.						
519.						
520. TOTAL REDUCTION AMOUNT DUE SELLER 15,118.38						
600. CASH AT SETTLEMENT TO/FROM SELLER:						
601. Gross Amount Due To Seller (Line 420)						
602. Less Reductions Due Seller (Line 520) 139,000.00						
603. CASH (X TO) (FROM) SELLER 15,118.38						
123,881.62						

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$ 139,000.00 @ 10.0000 %	13,900.00		
Division of Commission (line 700) as Follows:					
701. \$ 11,162.50	to	Comarstone Realty			
702. \$ 2,737.50	to	Diversified Management, Inc.	Less Deposit Retained	2,000.00	
703. Commission Paid at Settlement					
704.	to				11,900.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803.		to			
804.		to			
805.		to			
806.		to			
807.		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	@ \$	per			
1002. Mortgage Insurance	@ \$	per			
1003. City/Town Taxes	@ \$	per			
1004. County Taxes	@ \$	per			
1005. Ritevu Farms Assoc	@ \$	per			
1006.	@ \$	per			
1007.	@ \$	per			
1008.	@ \$	per			
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to	First American Title Company			
1102. Abstract or Title Search	to				176.50
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees					
(includes above item numbers:					
1108. Title Insurance	to				
(includes above item numbers:					
1109. Lender's Coverage	\$	111,000.00			722.00
1110. Owner's Coverage	\$	139,000.00	75.00		
1111.			722.00		
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$		Mortgage \$		Releases \$	
1202. City/County Tax/Stamp: Deed	\$		Mortgage	\$	
1203. State Tax/Stamp: Deed	\$		Mortgage	\$	
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Courier/Handling Fees	to	First American Title Company			
1304.					34.00
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					12,832.50

Certified to be a true copy.

A.
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.6. FILE NUMBER:
K24796

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:

Brett J. Sullivan
P.O. Box 2525
Hailey, ID 83333

E. NAME AND ADDRESS OF SELLER:

Diversified Management, Inc.
316 West Oakhampton Drive
Eagle, ID 83616

F. NAME AND ADDRESS OF LENDER:

First Bank of Idaho
P.O. Box 3239
Ketchum, ID 83340

G. PROPERTY LOCATION:

Unknown
Blaine County, ID 83313
Blaine County, Idaho
Lot 1/Blk 2/Bellevue Farms Sub
Blaine County, Idaho

H. SETTLEMENT AGENT:

82-0300598

First American Title Company

PLACE OF SETTLEMENT

120 Second Ave. North, Ste 101 / P. O. Box 756
Ketchum, Idaho 83340

I. SETTLEMENT DATE:

March 25, 2002

Disburse:03/29/02

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract Sales Price		139,000.00
102. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		2,171.40
104.		
105.		
Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes	to	
107. County Taxes	to	
108. Blivu Farms Assess	03/29/02 to 01/01/03	342.74
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BORROWER		141,514.14
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit or earnest money		2,000.00
202. Principal Amount of New Loan(s)		111,000.00
203. Existing loan(s) taken subject to		
204. Funds from 2nd Deed of Trust		7,000.00
205.		
206.		
207.		
208.		
209.		
Adjustments For Items Unpaid By Seller		
210. City/Town Taxes	to	
211. County Taxes	01/01/02 to 03/29/02	178.62
212. Blivu Farms Assess	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BORROWER		120,178.62
300. CASH AT SETTLEMENT FROM/TO BORROWER:		
301. Gross Amount Due From Borrower (Line 120)		141,514.14
302. Less Amount Paid By/For Borrower (Line 220)	(	120,178.62)
303. CASH (X FROM) (TO) BORROWER		21,335.52

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract Sales Price		
402. Personal Property		
403.		
404.		
405.		
Adjustments For Items Paid By Seller in advance		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Blivu Farms Assess	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess Deposit (See Instructions)		
502. Settlement Charges to Seller (Line 1400)		
503. Existing loan(s) taken subject to		
504.		
505.		
506.		
507.		
508.		
509.		
Adjustments For Items Unpaid By Seller		
510. City/Town Taxes	to	
511. County Taxes	to	
512. Blivu Farms Assess	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross Amount Due To Seller (Line 420)		
602. Less Reductions Due Seller (Line 520)	(	
603. CASH (X TO) (FROM) SELLER		

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price \$ @ %									
Division of Commission (line 700) as Follows:									
701. \$	to								
702. \$	to					Less Deposit Retained			
703. Commission Paid at Settlement									
704.	to								
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee	1.2500 %	to	First Bank of Idaho						
802. Loan Discount	%	to						1,387.50	
803. Appraisal Fee		to	The Appraisal Co.						
804. Credit Report		to	Landsafe					250.00	
805.		to						20.00	
806.		to							
807.		to							
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From	to	@ \$	/day (days %)						
902. Mortgage Insurance Premium for	months to								
903. Hazard Insurance Premium for	years to								
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance		@ \$	per						
1002. Mortgage Insurance		@ \$	per						
1003. City/Town Taxes		@ \$	per						
1004. County Taxes		@ \$	per						
1005. Blvu Farms Assess		@ \$	per						
1006.		@ \$	per						
1007.		@ \$	per						
1008.		@ \$	per						
1100. TITLE CHARGES									
1101. Settlement or Closing Fee	to	First American Title Company.							
1102. Abstract or Title Search	to							176.50	
1103. Title Examination	to								
1104. Title Insurance Binder	to								
1105. Document Preparation	to								
1106. Notary Fees	to								
1107. Attorney's Fees	to								
(includes above item numbers:									
1108. Title Insurance	to								
(includes above item numbers:									
1109. Lender's Coverage	\$	111,000.00						266.40	
1110. Owner's Coverage	\$	139,000.00						722.00	
1111. Endorsements	to	First American Title Company							
1112.								50.00	
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$	3.00;	Mortgage \$	18.00;	Releases \$					
1202. City/County Tax/Stamps: Deed	\$							21.00	
1203. State Tax/Stamps: Deed	\$								
1204.									
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey	to								
1302. Pest Inspection	to								
1303.	to								
1304.									
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)									
								2,171.40	

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Brett J. Sullivan
Seller: Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992
Lender: First Bank of Idaho
Settlement Agent: First American Title Company
(208)726-6688
Place of Settlement: 120 Second Ave. North, Ste 101 / P. O. Box 756
Ketchum, Idaho 83340
Settlement Date: March 25, 2002
Disbursement Date: March 29, 2002
Property Location: Unknown
Blaine County, ID 83313
Blaine County, Idaho
Lot 1/Blk 2/BelleVue Farms Sub
Blaine County, Idaho

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Brett J. Sullivan

**SIGN
HERE**



Diversified Management, Inc., Defined Benefit Pension
Plan and Trust dated September 15, 1992

BY:

Howard L. Kasper, Trustee

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

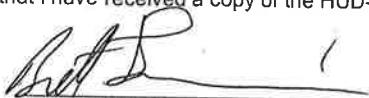
First American Title Company
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Brett J. Sullivan
Seller: Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992
Lender: First Bank of Idaho
Settlement Agent: First American Title Company
(208)726-5688
Place of Settlement: 120 Second Ave. North, Ste 101 / P. O. Box 756
Ketchum, Idaho 83340
Settlement Date: March 25, 2002
Disbursement Date: March 29, 2002
Property Location: Unknown
Blaine County, ID 83313
Blaine County, Idaho
Lot 1/Blk 2/Bellevue Farms Sub
Blaine County, Idaho

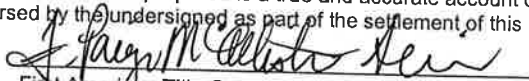
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Brett J. Sullivan

Diversified Management, Inc., Defined Benefit Pension
Plan and Trust dated September 15, 1992

BY: _____
Howard L. Kasper, Trustee

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


First American Title Company
Settlement Agent

**ESCROW INSTRUCTIONS
PURCHASE**Escrow No.: K24796
Officer: F. Paige McAllister-Service

Date: 03/25/02

Buyer: Brett J. Sullivan, an unmarried man

To: **FIRST AMERICAN TITLE COMPANY**, Ketchum, Idaho 83340

I hereby agree to purchase the hereinafter described property for a total consideration of \$139,000.00 and will on or before closing hand you said consideration, which is payable as follows:

Certified Funds

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

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

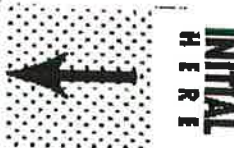
You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS STANDARD \$139,000.00	OWNERS EXTENDED \$
LENDERS STANDARD \$111,000.00	LENDERS EXTENDED \$
EAGLE PROTECTION OWNERS \$	EAGLE PROTECTION LOAN \$

on the property described on attached Order No.: K24796

BUYERS INITIALS: _____

SEI | FRS INITIALS: _____



SHOWING TITLE VESTED IN Brett J. Sullivan, an unmarried man

FREE OF ENCUMBRANCES EXCEPT:

- Paragraphs 1 through 12 of Schedule B of Commitment for Title Insurance, Order No.: K24796, a copy of which is attached hereto.
- Deed of Trust (or Mortgage) to be recorded securing a note with an approximate unpaid balance of \$111,000.00 with interest at the rate of (SEE NOTE)% per annum in favor of First Bank of Idaho.
- Other: n/a

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

BUYERS INITIALS: _____

SELLERS INITIALS: _____

**OTHER INSTRUCTIONS:**

- 1) BUYER AND SELLER TO EACH PAY THEIR RESPECTIVE CLOSING FEES AS PER THE PURCHASE AND SALE AGREEMENT AND PER LENDERS CLOSING INSTRUCTIONS.
- 2) THE PARTIES ACKNOWLEDGE THAT FIRST AMERICAN TITLE HAS NOT GIVEN ANY ADVICE IN CONNECTION WITH THE OPERATION OF CHAPTER 25, TITLE 55, IDAHO CODE, THE PROPERTY CONDITION DISCLOSURE ACT, AND THE RESIDENTIAL LEAD-BASED HAZARD REDUCTION ACT OF 1992, BUT HAS OFFERED TO FURNISH COPIES OF SAID FORMS THAT MAY BE REQUIRED BY THE ACTS. FIRST AMERICAN TITLE HAS RECOMMENDED THAT THE UNDERSIGNED OBTAIN LEGAL ADVICE AS TO THE OPERATION OF THIS LAW. WE FURTHER UNDERSTAND AND ACKNOWLEDGE THAT ANY COMPLIANCE WITH THE ACT WAS DONE OUTSIDE OF ESCROW.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: 03/29/02

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (\$749.38 TAX FIGURE for 2001) (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Levies and assessments of Bellevue Farms Homeowner's Association, Inc.
3. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
4. Rental per rent statement handed you.
5. Charge the buyer and credit the seller the amount of any funds held in an Impound account, if any, in connection with an existing loan.

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

**ESCROW INSTRUCTIONS
PURCHASE**

Escrow No.: K24796

Officer: F. Paige McAllister-Service

Date: 03/25/02

Buyer: Brett J. Sullivan, an unmarried man

To: **FIRST AMERICAN TITLE COMPANY**, Ketchum, Idaho 83340

I hereby agree to purchase the hereinafter described property for a total consideration of \$139,000.00 and will on or before closing hand you said consideration, which is payable as follows:

Certified Funds

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

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS STANDARD \$139,000.00

OWNERS EXTENDED \$

LENDERS STANDARD ~~\$111,000.00~~

LENDERS EXTENDED \$ 111,000.00 B.S.

EAGLE PROTECTION OWNERS \$

EAGLE PROTECTION LOAN \$

on the property described on attached Order No.: K24796

BUYER'S INITIALS: B.S.

SELLER'S INITIALS: _____

SHOWING TITLE VESTED IN Brett J. Sullivan, an unmarried man

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1 through 12 of Schedule B of Commitment for Title Insurance, Order No.: K24796, a copy of which is attached hereto.
2. Deed of Trust (or Mortgage) to be recorded securing a note with an approximate unpaid balance of \$111,000.00 with interest at the rate of (SEE NOTE)% per annum in favor of First Bank of Idaho.
3. Other: n/a

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

BUYER'S INITIALS: B.S.

SELLER'S INITIALS: _____

OTHER INSTRUCTIONS:

- 1) BUYER AND SELLER TO EACH PAY THEIR RESPECTIVE CLOSING FEES AS PER THE PURCHASE AND SALE AGREEMENT AND PER LENDERS CLOSING INSTRUCTIONS.
- 2) THE PARTIES ACKNOWLEDGE THAT FIRST AMERICAN TITLE HAS NOT GIVEN ANY ADVICE IN CONNECTION WITH THE OPERATION OF CHAPTER 25, TITLE 55, IDAHO CODE, THE PROPERTY CONDITION DISCLOSURE ACT, AND THE RESIDENTIAL LEAD-BASED HAZARD REDUCTION ACT OF 1992, BUT HAS OFFERED TO FURNISH COPIES OF SAID FORMS THAT MAY BE REQUIRED BY THE ACTS. FIRST AMERICAN TITLE HAS RECOMMENDED THAT THE UNDERSIGNED OBTAIN LEGAL ADVICE AS TO THE OPERATION OF THIS LAW. WE FURTHER UNDERSTAND AND ACKNOWLEDGE THAT ANY COMPLIANCE WITH THE ACT WAS DONE OUTSIDE OF ESCROW.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: 03/29/02

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (\$749.38 TAX FIGURE for 2001) (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Levies and assessments of Bellevue Farms Homeowner's Association, Inc.
3. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
4. Rental per rent statement handed you.
5. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

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

CLOSING ESCROW INSTRUCTIONS, Page 2

Escrow No.: K24796

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

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein. You are authorized not to close escrow or disburse until good funds have been confirmed in escrow.

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

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

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

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

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

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

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

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

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

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

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

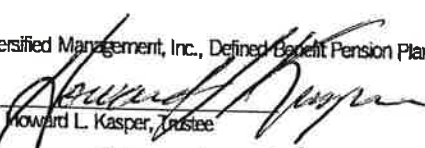
Brett J. Sullivan

Address: P.O. Box 2525, Hailey, ID 83333

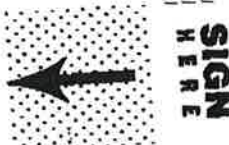
SELLER: Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

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

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: 
Howard L. Kasper, Trustee

Address: 316 W. Oakhampton Rd.
Eagle, Id. 83616



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

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein. You are authorized not to close escrow or disburse until good funds have been confirmed in escrow.

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

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized. You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

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

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

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

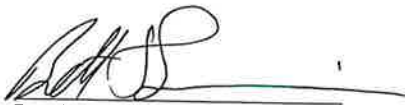
Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have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

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

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

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

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


Brett J. Sullivan

Address: P.O. Box 2525, Hailey, ID 83333

SELLER: Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

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

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: _____
Howard L. Kasper, Trustee

Address: _____

03/27/02 13:39 FAX 2087263567

FATCO (KETCHUM)

008/018



First American Title Company
P.O. BOX 756 • 371 WASHINGTON AVE. NORTH • KETCHUM, 83340
TELEPHONE (208) 726-5688 • FAX: (208) 726-3567

COMMISSION ESCROW INSTRUCTIONS

ORDER NO.: K24796

BRIEF LEGAL: Lot 1/Blk 2/Bellevue Farms Sub Blaine County, Idaho

You are hereby authorized and instructed to pay commission(s) as follows:

LISTING BROKER: Cornerstone Realty

COMMISSIONS: 10% = \$13,900.00 less \$1,000.00 and 25% (of 5% Listing) referral fee = \$11,162.50

SELLING BROKER: Diversified Management, Inc.

COMMISSIONS: \$1,000.00 and 25% (of 5% Listing) referral fee = \$2,737.50

I/we hereby assign to broker(s) named above a portion of my/our sales proceeds in an amount equal to the commission set forth above.

DATE: March 25, 2002

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: 
Howard L. Kasper, Trustee



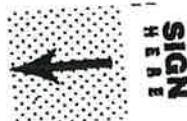
ADDRESS:
316 West Oakhampton Drive
Eagle, ID 83616

ACCEPTED AND APPROVED BY:

Cornerstone Realty

Diversified Management, Inc.







First American Title Company
P.O. BOX 756 • 371 WASHINGTON AVE. NORTH • KETCHUM, 83340
TELEPHONE: (208) 726-5688 • FAX: (208) 726-3567

COMMISSION ESCROW INSTRUCTIONS

ORDER NO.: K24796

BRIEF LEGAL: Lot 1/Blk 2/Bellevue Farms Sub Blaine County, Idaho

You are hereby authorized and instructed to pay commission(s) as follows:

LISTING BROKER: Cornerstone Realty

COMMISSIONS: 10% = \$13,900.00 less \$1,000.00 and 25% (of 5% Listing) referral fee = \$11,162.50

SELLING BROKER: Diversified Management, Inc.

COMMISSIONS: \$1,000.00 and 25% (of 5% Listing) referral fee = \$2,737.50

I/we hereby assign to broker(s) named above a portion of my/our sales proceeds in an amount equal to the commission set forth above.

DATE: March 25, 2002

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: Howard L. Kasper, Trustee

ADDRESS:
316 West Oakhampton Drive
Eagle, ID 83616

ACCEPTED AND APPROVED BY:

Cornerstone Realty

Linda Johnston

Diversified Management, Inc.

*Prige -
Please create a 2nd
Trust Deed in favor
of Linda Johnston
(secured by the property)
for the amount of
\$17,000.00, including
80% interest
here -*

*Payable in monthly
payments of 1000,
commencing from
date of note*

*Thanks!
VS.*

*#1000. - mo.
80%*

K2475

ACCEPTED AND APPROVED
BY: [Signature]

WARRANTY DEED

For Value Received **Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992**

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

Brett J. Sullivan, an unmarried man

whose address is: **P.O. Box 2525, Hailey, ID 83333**

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

Lot 1 in Block 2 of BELLEVUE FARMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 206106, records of Blaine County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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

Dated: March 25, 2002

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: _____
Howard L. Kasper, Trustee

STATE OF Idaho

)ss.

COUNTY OF

On this ____ day of March, 2002, before me, the undersigned Notary in and for said State, personally appeared Howard L. Kasper, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument as Trustee of the Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992, and acknowledged to me that he executed the same as such Trustee.

Notary Public of Idaho
Residing at:
Commission Expires:

K24796

WARRANTY DEED

For Value Received **Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992**

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

Brett J. Sullivan, an unmarried man

whose address is: **P.O. Box 2525, Hailey, ID 83333**

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

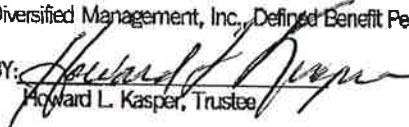
Lot 1 in Block 2 of BELLEVUE FARMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 206106, records of Blaine County, Idaho.

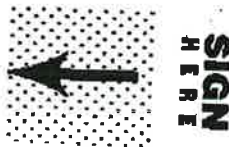
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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

Dated: March 25, 2002

Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992

BY: 
Howard L. Kasper, Trustee

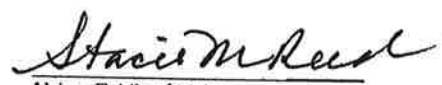


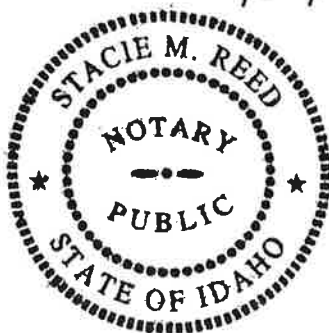
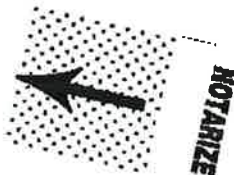
STATE OF Idaho

COUNTY OF adu

ss.

On this 22 day of March, 2002, before me, the undersigned Notary in and for said State, personally appeared Howard L. Kasper, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument as Trustee of the Diversified Management, Inc., Defined Benefit Pension Plan and Trust dated September 15, 1992, and acknowledged to me that he executed the same as such Trustee.


Notary Public of Idaho
Residing at: Meridian, ID
Commission Expires: 11/26/07



THIS DEED OF TRUST IS SUBJECT AND SUB-
ORDINATE TO A FIRST DEED OF TRUST IN
FAVOR OF 1st Bank of Idaho
IN THE AMOUNT OF \$111,000.00
RECORDING CONCURRENTLY HERewith.

Order No.: K24796

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of March, 2002, between

Brett J. Sullivan, an unmarried man, herein called GRANTOR,

whose address is P.O. Box 2525, Hailey, ID 83333,

FIRST AMERICAN TITLE COMPANY, INC., herein called TRUSTEE, and

Linda Johnston whose address is c/o Cornerstone Realty, P.O. Box 39, Hailey, ID 83333, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Blaine, State of Idaho, consisting of not more than FORTY acres in area, described as follows:

Lot 1 in Block 2 of BELLEVUE FARMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 206106, records of Blaine County, Idaho.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the Purpose of Securing:

1. Performance of each agreement of grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of Seven Thousand and no/100 Dollars, **\$7,000.00**, payable to Beneficiary or order and made by Grantor, payable in monthly installments until completely repaid.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:

DEED OF TRUST NOTE

\$7,000.00

Dated: March 29, 2002

For Value received, the undersigned promise to pay to the order of: **Linda Johnston** the Principal sum of Seven Thousand and no/100 Dollars in lawful money of the United States of America, with interest thereon at the rate of Eight percent (8% per annum) from March 29, 2002, in installments as follows:

The sum of \$1,000.00, which includes interest, to be paid on or before 05/01/02, and a like sum of \$1,000.00, which includes interest, to be paid on or before the first day of each and every month thereafter, until completely repaid.

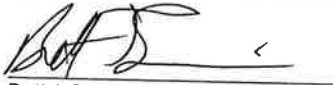
All payments shall be credited first to interest and the remainder, if any, to principal.

The Makers reserve the option to prepay this obligation at any time without notice or incurring a penalty for such prepayment or prepayments. All prepayments shall be applied by the Holder hereof against principal in the inverse order of maturity without reducing the amount of the remaining obligatory installments as provided hereinabove, nor shall any such prepayments have the effect of excusing the next monthly installment payment due.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay all costs and a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.


Brett J. Sullivan

reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. IN the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the Office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

GRANTORS:

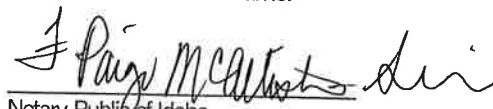

Brett J. Sullivan

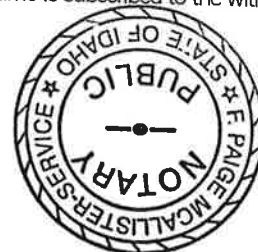
STATE OF Idaho

)ss.

COUNTY OF BLAINE

On this 28th day of March, 2002, before me, F. Paige McAllister-Service, personally appeared Brett J. Sullivan, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public of Idaho
Residing at: Ketchum, Idaho
Commission Expires: 02/07/07



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: A37-02557D

Date Received: 10/24/1988

Receipt No: X777777

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: DIVERSIFIED MANAGEMENT INC
Address: PENSION PLAN & TRUST
1897 S LONDONER
BOISE ID

208-344-8141

83706

2. Date of Priority: SEP 25, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	19E	18		NW	NW		BLAINE

5. Description of diverting works:
WELL & PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.100		

7. Total Quantity Appropriated is:
0.100 C.F.S. (and/or) 14.00 A.F.A.

8. Total consumptive use is 10.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	19E	18	NW	NW	1	IRR	4.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	4.0
					Total Acres	4.0

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:

CLAIM WAS SPLIT FROM A 37-02557A PURSUANT TO APPROVED TRANSFER 4537.

CLAIM AMENDED PURSUANT TO APPROVED TRANSFER 4537:

1. RIGHT HOLDER SHALL COMPLY WITH THE DRILLING PERMIT REQUIREMENTS OF SECTION 42-235, IDAHO CODE.

2. THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.

3. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.

4. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.

5. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.

6. THE RIGHT HOLDER SHALL USE THE FULL ALLOTMENT OF APPURTENANT SURFACE WATER RIGHTS, TO THE EXTENT THEY ARE AVAILABLE, IN CONJUNCTION WITH GROUNDWATER DIVERTED PURSUANT TO THIS RIGHT.

7. THIS RIGHT TO DIVERT GROUNDWATER SHALL NOT BE USED IF THE SURFACE WATER RIGHT(S) APPURTENANT TO THE PLACE OF USE IS SOLD, TRANSFERRED, LEASED OR USED ON ANY OTHER PLACE OF USE WITHOUT THE APPROVAL OF THE DEPARTMENT.

8. PLACE OF USE IS LOCATED WITHIN LOT 1, BLOCK 2 BELLEVUE FARMS SUBDIVISION.

15. Basis of Claim: LICENSE

Water Right Number: 25187

Claimant Name:
Ferguson Berman Trust of 1994

Attorney Name & Address:
James P. Speck, ISB#2067
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 83340
(208) 726-4421
FAX: (208) 726-0752

RECEIVED
OCT 20 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

In Re SRBA

Case No. 39576

)
)
)
)
)
)

NOTICE OF APPEARANCE

DESCRIPTIVE SUMMARY

This is a notice of appearance by counsel on behalf of the new claimant and purchaser of the water rights identified below.

NOTICE OF APPEARANCE

The law firm of Speck & Aanestad, A Professional Corporation, hereby enters its appearance in the action on behalf of Claimant, Ferguson Berman Trust of 1994, for the following water right which is not yet the subject of subcase: 37-2557D.

DATED this 18 day of October, 2006.

SPECK & AANESTAD
A Professional Corporation

By 
James P. Speck

CERTIFICATE OF SERVICE

I hereby certify that on the 19 day of October, 2006, I served a true and correct copy of the foregoing NOTICE OF APPEARANCE on the following persons in the manner designated below:

Chief, Natural Resources Division
Office of the Attorney General, State of Idaho
P. O. Box 44449
Boise, ID 83711-4449

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid

The United States Department of Justice
Environmental and Natural Resources
Division
550 West Fort Street
Box 33
Boise, ID 83724

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid

Idaho Department of Water Resources
Document Depository
P.O. Box 83720
Boise, ID 83720-0098

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid


JAMES P. SPECK

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

JAMES P. SPECK
jimspeck@cox-internet.com
DOUGLAS J. AANESTAD
aanestad@cox-internet.com

October 19, 2006

RECEIVED
OCT 20 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Ms. Trish Fawcett
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, ID 83301

**Re: Claim Nos.: 37-21673; 37-21682; 37-21691; 37-21700; 37-21709 and
37-2557D
Ferguson Berman Trust of 1994
Notices of Appearance**

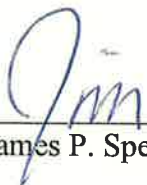
Dear Trish:

Enclosed are Notices of Appearance in the above-referenced claims along with a copy. Please arrange to have the copy receipt date-stamped and returned to my office in the postage prepaid, self-addressed envelope provided for that purpose.

If you have any questions please call me. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation



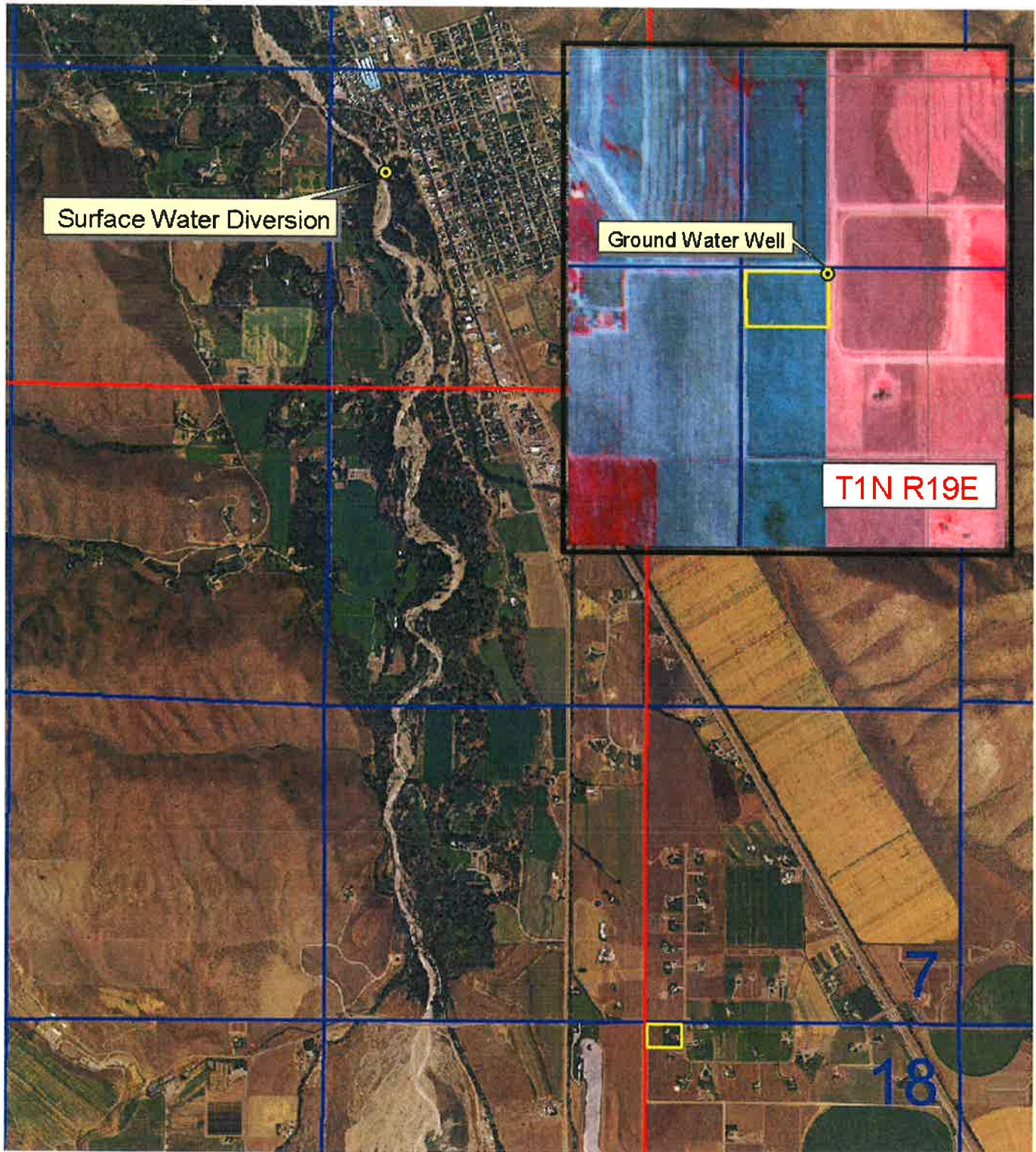
James P. Speck

JPS:jal
Enclosures
cc: Client (w/encls)

IDAHO DEPARTMENT OF WATER RESOURCES

Surface Water Rights: 37-21673, 37-21682, 37-21691,
37-21700, 37-21709

Ground Water Right: 37-2557D



-  Section Lines
-  Quarter/Quarter Lines
-  Place of Use
-  Point(s) of Diversion

1320 0 1320 Feet



GIS PLACE OF USE PRESENTATION
PHOTOGRAPHY: 1987 NAPP
DATA ENTRY: 11/28/2006
TARA D BAKER

Order No. 20157

WARRANTY DEED

FOR VALUE RECEIVED

Steven Graham, a single man and Gail Lincoln, a single woman

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Diversified Management, Inc. Defined Benefit Pension Plan and Trust dated September 15, 1992

GRANTEE(s) whose address is: 1897 S. Londoner Way, Boise, ID 83706

the following described real property in Blaine County, Idaho, to wit:

Lot 1 in Block 2 of BELLEVUE FARMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 206106, records of Blaine County, Idaho.

Subject To: Taxes, easements, restrictions and encumbrances of record.

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

Dated: August 16, 1994



Steven Graham



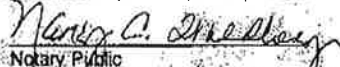
Gail Lincoln

State of Idaho

County of Blaine

On this 16th day of August, 1994, before me, a notary public in and for said State, personally appeared Steven Graham and Gail Lincoln personally known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Notary Public
Residing at Bellevue, ID
Commission Expires: 9-7-98

J:vetorow/temshud



REQUEST

SAWTOOTH TITLE

1994 AUG 19 P 1:42

Mary Green, CLERK

FEE \$ 3.00

369600



RECEIVED
AUG 14 2003
Department of Water Resources
Southern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

October 27, 1995

PHILIP E. BATT
Governor

KARL J. DREHER
Director

DIVERSIFIED MANAGEMENT INC
PENSION PLAN & TRUST
1897 S LONDONER
BOISE ID 83706

RE: Amendment of SRBA Claim A37-02557D

Dear Claimant:

Pursuant to the approval of Transfer No. 4537, the above referenced Notice(s) of Claim in the Snake River Basin Adjudication have been amended to conform with the transfer. Please find enclosed a printout of the way your claim records have been modified. Please check these modified records over carefully to verify they correctly reflect your intended change. If you have questions please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enc.

MICROFILMED
NOV 27 1996

S-ADJ

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

TRANSFER NO. 4537
WATER RIGHT NO. 37-02557D

RECEIVED

JUL 07 1995

This is to certify that: **DIVERSIFIED MANAGEMENT INC
PENSION PLAN & TRUST
1897 S LONDONER
BOISE ID 83706**

Department of Water Resources
Southern Region

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	0.10 CFS	14.0 AF

SOURCE

GROUNDWATER

Priority: 09/25/1954

LOCATION OF POINT(S) OF DIVERSION:

NWNW , Sec. 18, Township 01N, Range 19E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
01N	19E	18	Lot 1(NWNW)	4		4
Total number of acres irrigated:						4

CONDITIONS/REMARKS:

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than 3.5 afa per acre for the lands above.
3. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
4. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

MICROFILMED

NOV 27 1995

TRANSFER NO. 4537
WATER RIGHT NO. 37-02557D

CONDITIONS/REMARKS:

6. The right holder shall use the full allotment of appurtenant surface water rights, to the extent they are available, in conjunction with groundwater diverted pursuant to this right.
7. This right to divert groundwater shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use without the approval of the Department.
8. Place of use is located within Lot 1, Block 2 Bellevue Farms Subdivision.

Dated this 30th day of June, 1995.

A. Glen Saxton
Chief, Water Alloc. Bureau

MICROFILMED

NOV 27 1996

MEMORANDUM

To: Bellevue Farms Subdivision files

From: Mel Schulte
Sr. Water Rights Agent *MTS*
Southern Region Office

Date: May 15, 1995

On May 12, 1995 I met with Susan McCarthy, Bill Carey, Phil Hobson and several other lot owners at the Bellevue Farms Subdivision. These individuals represent to be a subdivision water committee. The primary purpose of our meeting was to examine the irrigation delivery system in place. We also discussed in general the water rights appurtenant to the subdivision and their plans to try to develop an allocation agreement that would provide groundwater to the lots in the NWSW & SWNW, S7 that don't have appurtenant groundwater.

The irrigation system currently in place consists of the following: a small pond that collects surface water from a ditch entering from the North and/or groundwater from an irrigation well contiguous to the pond on the South. A pump in the pond diverts water to the South in a buried mainline to a polo field of about 40 acres located to the center of the subdivision. The polo field is currently irrigated by wheel lines.

From the pond a ditch delivers water to the East. There are pumps in two locations in this ditch to pressurize sprinkler systems to irrigate about 90 acres at the East end of the subdivision.

A second ditch takes water to the West from the pond. There does not appear to be irrigation from this ditch at the present time. There are numerous old headgates in the ditch and evidence of smaller irrigation ditches that have been used to deliver water to both the North and South from this ditch. The subdivision roads and several homes that have been built on some of the lots interfere with delivery of water through some of the smaller ditches. How long it has been since this part of the irrigation system has not been used is unknown.

The issue of forfeiture could be addressed for some of the lots located primarily on the West and South sides of the subdivision. However, there is not clear and convincing evidence that forfeiture could be proven if the issue is contested.

Pending transfer applications as of this date that were being held contingent on an examination of the irrigation system are recommended for approval.

MTS

ACROFILMED

MAY 27 1995

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 4537

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Diversified Management, Inc. Pension & Trust Phone 344-8141
Post Office address 1897 S. Londoner, Boise, ID 83706

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 Applicant purchased a portion of the original farm, and wants to put a well on his own property.

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

1. Right Number 37-025570 Priority 9-25-1954 Amount (cfs/ac-ft) 0.10 cfs Nature of Use Irrig. Period of Use 4-15 to 10-15

2. Total amount of water being transferred 0.10 cubic feet per second and/or 14 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	NW	NW	18	1N	19E	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	
1N	19E	18					4												4
							141												

MICROFILMED
NOV 27 1995Total acres 4

PART 1

6. General Information:

a. Description of diversion system Well & pump, sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? N/A 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:

N/A

d. Remarks:

Farms Subdivision
Property is lot 1 Block 2 of Bellevue, at 102 Equus Loop.
Of the 5 acres purchased, about 4 will be irrigated. The rest will be home, driveway, etc. Permit 37-94-S-0146-000 has been obtained for a domestic well. I understand that an additional fee will be due before well can be used for irrigation once transfer is approved.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

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

Witness my hand this _____ day of _____, 19 _____

MICROFILMED
NOV 27 1996

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. 37-02557A issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 4035 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 9-25-1954

5. Water is used for the following purpose:

amount 5.20 cfs for Irrig. purposes from 4-15 to 10-15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 5.20 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	7	1N	19E	Blaine	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals.
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1N	19E	7											40	35		5	35		115
													174						
		18	25	40			40	40											145
								171											

Total acres 260

9. Describe any other water rights used for the same purpose as described above Several decreed surface

rights claimed in SRBA

NOV 27 1998

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 0.10 cfs for Irrig. purposes from 4-15 to 10-15
 (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 as 2.A.7.

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>1N</u>	<u>19E</u>	<u>18</u>						<u>5</u>											<u>5</u>
								<u>41</u>											

Total acres 5**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 5.10 cfs for Irrig. purposes from 4-15 to 10-15
 (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 as 2.A.7.

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>1N</u>	<u>19E</u>	<u>7</u>										<u>40</u>	<u>35</u>			<u>5</u>	<u>35</u>		<u>115</u>
												<u>41</u>							
		<u>18</u>	<u>25</u>	<u>40</u>			<u>40</u>	<u>40</u>											<u>140</u>
								<u>41</u>											
								<u>35</u>											

Total acres 255
 NOV 27 1998

6/5

SAWTOOTH TITLE CO., INC.
While this is a photographic reproduction of the
recorded plat, the Company assumes no liability
for variations, if any, with a re-survey.

PLAT SHOWING BELLEVUE FARMS SUBDIVISION

LOCATED WITHIN SECTIONS 7 AND 18 T.1N. R.19E., BM.

BLAINE COUNTY, IDAHO

JULY, 1980

This sketch is made solely
for the purpose of assisting
in locating the premises.

The company assumes no
liability for alleged loss or
damage which may result
from reliance on this map.



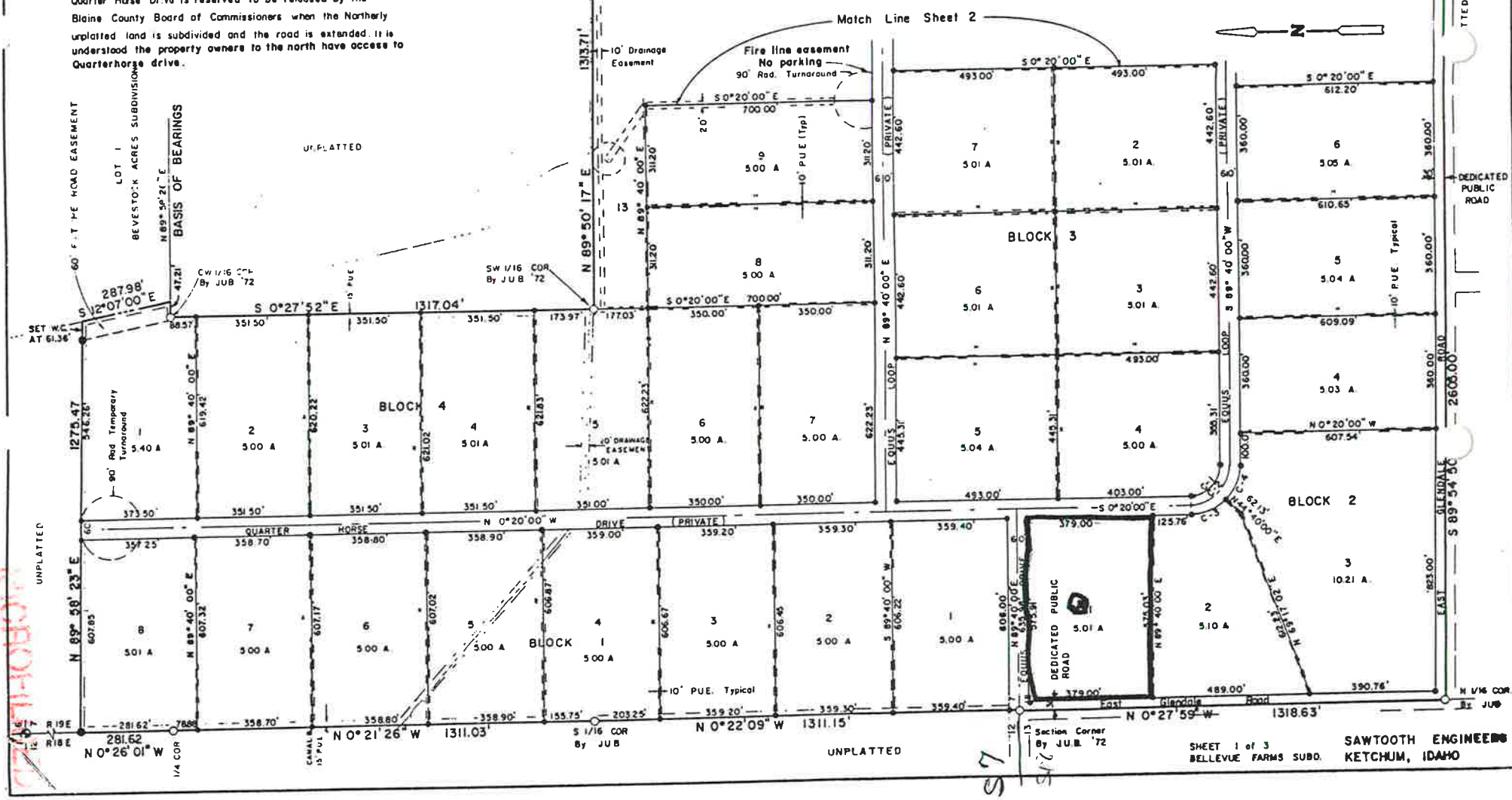
LEGEND

- Found 5/8" Bar
- Set 1/2" Bar with cap No. 3621
- Set 5/8" Bar with cap No. 3621
- Found Brass Cap
- Public Utility Easement (width as shown)
- Irrigation Easement.

NOTES

- West Equus Drive shall be secondary access.
- A one foot wide access-control strip at the North end of the Quarter Horse Drive is reserved to be released by the Blaine County Board of Commissioners when the Northerly unplatted land is subdivided and the road is extended. It is understood the property owners to the north have access to Quarterhorse drive.

CURVE	R	Δ	T	L	Ch.	Ch. Bearing
C-1	90.00	90°00'00"	90.00	141.37	127.28	S 49°20'00" E
C-2	120.00	"	"	120.00	188.50	"
C-3	150.00	45°00'00"	82.13	117.81	114.81	S 22°50'00" E
C-4	"	"	"	"	"	S 47°50'00" E
C-5	90.00	90°00'00"	90.00	141.37	127.28	N 44°40'00" E
C-6	120.00	90°00'00"	120.00	188.50	169.71	"
C-7	150.00	45°57'07"	63.60	120.50	117.10	N 66°41'27" E
C-8	150.00	44°02'53"	60.68	115.32	112.50	N 21°41'27" E
C-9	90.00	90°00'00"	90.00	141.37	127.28	N 45°20'00" W
C-10	120.00	"	120.00	188.50	169.71	"
C-11	150.00	30°33'28"	40.98	80.00	79.06	S 75°03'16" E
C-12	150.00	59°26'32"	85.63	55.82	148.73	S 30°03'16" E
C-13	420.00	30°50'00"	15.82	226.02	223.30	N 74°15'00" E
C-14	450.00	"	24.09	242.16	239.25	"
C-15	480.00	"	32.36	258.31	255.20	"



SHEET 1 of 3
BELLEVUE FARMS SUBD.

SAWTOOTH ENGINEERS
KETCHUM, IDAHO

610

T 7 H 4537

SAWTOOTH TITLE CO., INC.
While this is a photographic reproduction of the
recorded plat, the Company assumes no liability
for variations, if any, with a re-survey.

PLAT SHOWING BELLEVUE FARMS SUBDIVISION

LOCATED WITHIN SECTIONS 7 AND 18 T.1N. R.19E., B.M.

BLAINE COUNTY, IDAHO

JULY, 1980

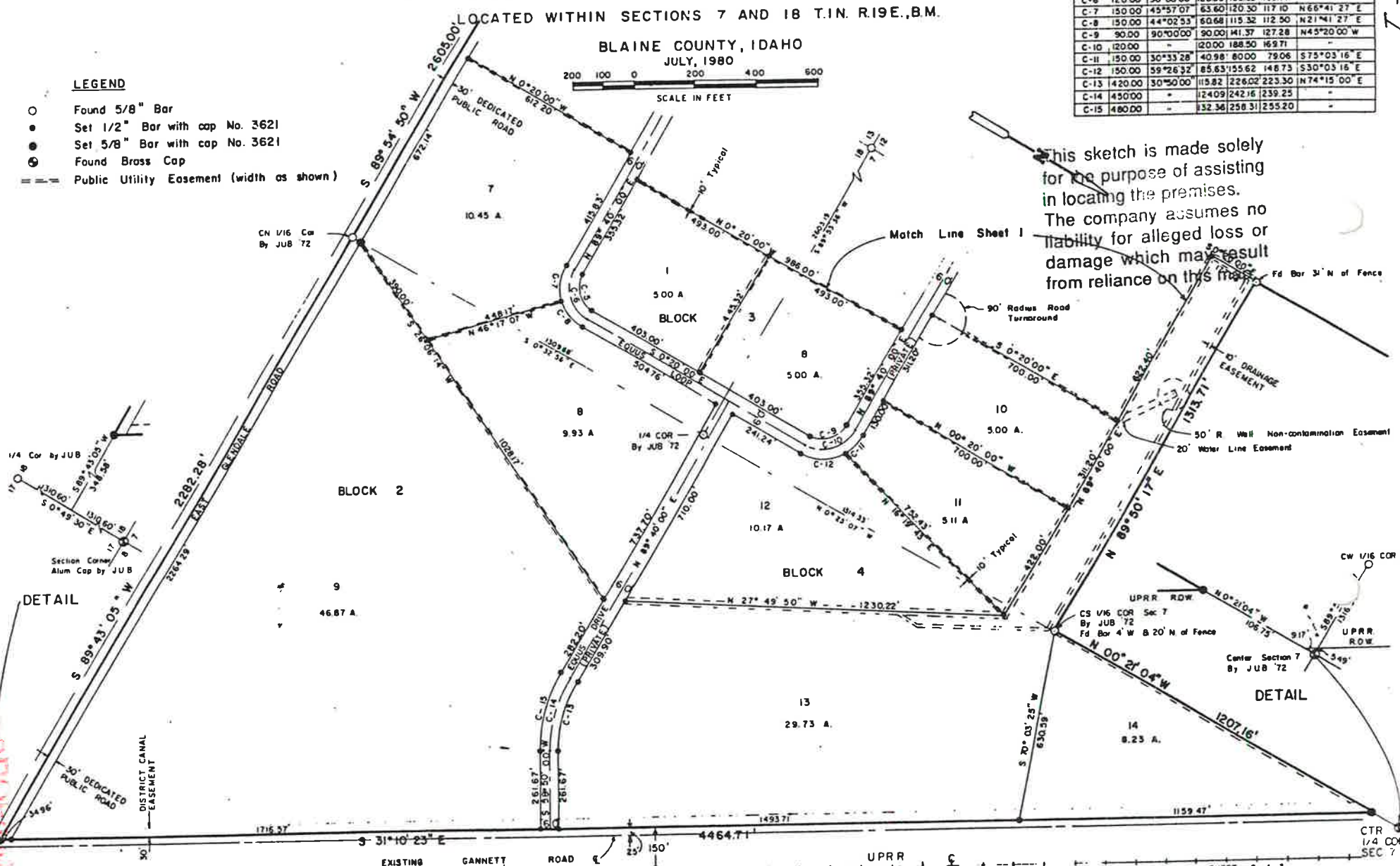


CURVE	R	Δ	T	L	Ch	Ch Bearing
C-1	90.00	90°00'00"	90.00	141.37	127.28	S45°20'00"E
C-2	120.00	"	"	120.00	188.50	169.71
C-3	150.00	45°00'00"	62.13	117.81	114.81	S22°50'00"E
C-4	"	"	"	"	"	S67°50'00"E
C-5	90.00	90°00'00"	90.00	141.37	127.28	N44°40'00"E
C-6	120.00	90°00'00"	120.00	188.50	169.71	"
C-7	150.00	45°57'07"	63.60	120.30	117.10	N66°41'27"E
C-8	150.00	44°02'53"	60.68	115.32	112.50	N21°41'27"E
C-9	90.00	90°00'00"	90.00	141.37	127.28	N45°20'00"W
C-10	120.00	"	120.00	188.50	169.71	"
C-11	150.00	30°33'28"	40.98	80.00	79.06	S75°03'16"E
C-12	150.00	59°26'32"	85.63	155.62	148.73	S30°03'16"E
C-13	420.00	30°50'00"	115.82	226.02	223.30	N74°15'00"E
C-14	450.00	"	124.09	242.16	239.25	"
C-15	480.00	"	132.36	258.31	235.20	"

LEGEND

- Found 5/8" Bar
- Set 1/2" Bar with cap No. 3621
- Set 5/8" Bar with cap No. 3621
- ⊙ Found Brass Cap
- == Public Utility Easement (width as shown)

This sketch is made solely
for the purpose of assisting
in locating the premises.
The company assumes no
liability for alleged loss or
damage which may result
from reliance on this map.



DETAIL

DETAIL

NOV 27 1980

01N19E

[illegible]

micro-life

NOV 27 1996

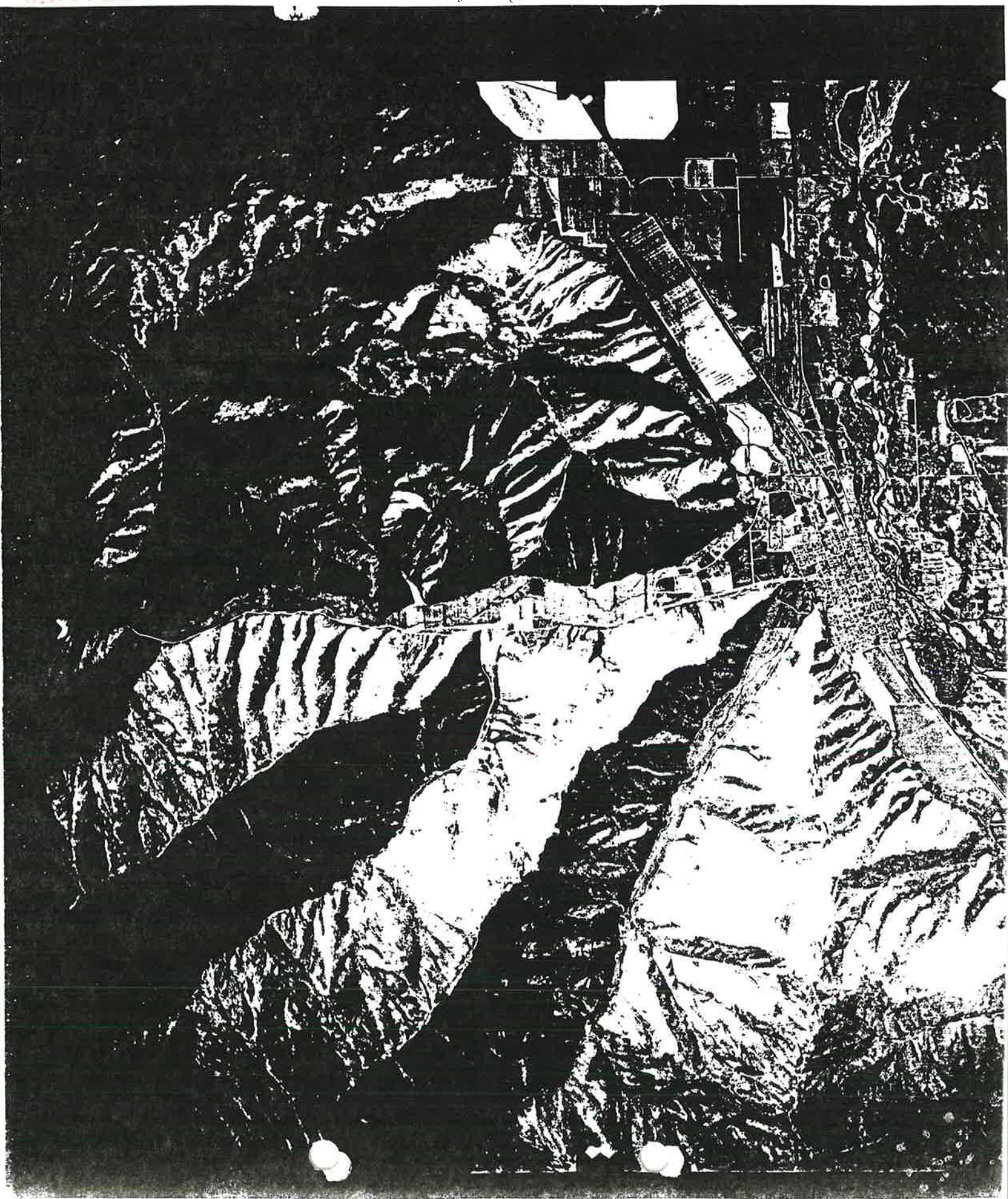
T # 453

MICROFILMED

NOV 27 1988

T # 4537

6-1 B152. Bellvue House



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.

R. 19E
□
PO, Pu
T. 1N
18

PART 3

B. CHANGES IN NATURE OF USE

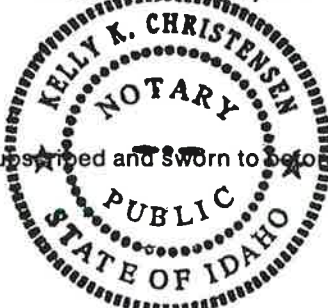
1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to
				to

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.



[Signature] Trustee
(Signature of Applicant)

Subscribed and sworn to before me this 29th day of Sept, 19 94.

Kelly K. Christensen
(Notary Public)

My commission expires 3-2-98

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachments

Received by J.F. Stanton Date 9-28-94 Protest filed by None

Prelim. check by MTS Fee \$100, 5017424

Receipted by gd Date 9-28-94

Published in Wood River Journal Copies of protest forwarded by _____

Pub. dates 1/25 + 2/1/95 Hearing held by _____ Date _____

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

_____ rec'd. _____ by ADW

Copy of transfer sent to lien holder _____

SEP 29 1994

Department of Water Resources
Southern Region Office

RECEIVED
NOV 27 1996

