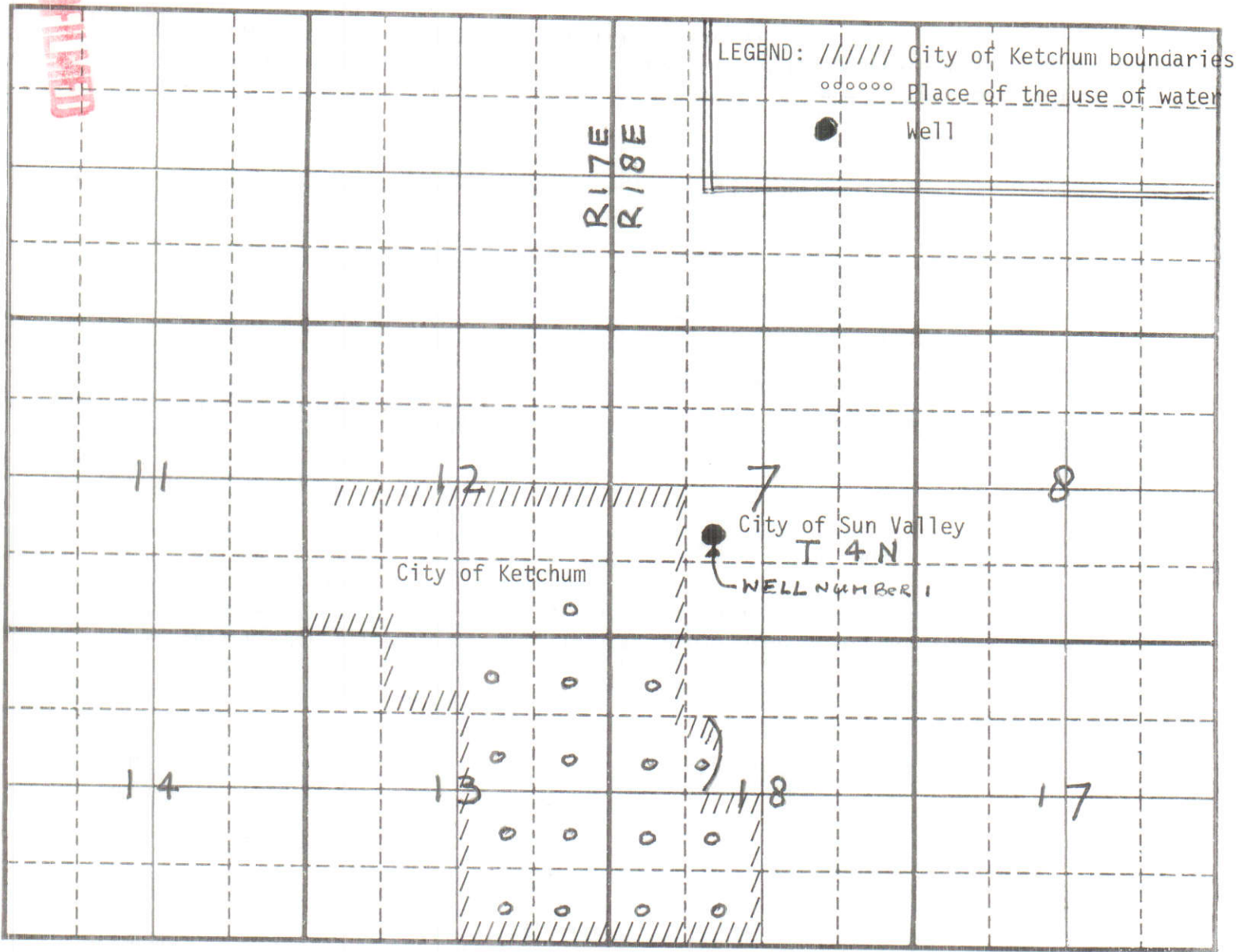


(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

NOTE:

The filing deadline has been extended with a substantially increased fee:

Date Claim Filed	Fee
Until 6-30-1983	\$ 30
7-01-1983 thru 6-30-1984	\$100
7-01-1984 thru 6-30-1985	\$200

State of Idaho)
County of BLAINE) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 26 day of June

(Claimant) Wilhelmus J. Stouff
Pres

Notary Public

Residing at Hailey, Idaho

My commission expires 8-29-85

FOR DEPARTMENT USE ONLY

Received by J. E. Stanton Date 6-28-84
Prelim. check by TB Date 7-2-84
\$100, \$30.00 fee received by GO Date 6-28-84 #33127

Published in Lead Miner Journal
Dates 7/9 + 7/26/84

Exception filed by: _____ Date _____
Forwarded to claimant by: _____

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Blaine } SS.

GORDON O. GLASMANN

being first duly sworn,
deposes and says that he is the printer (publisher) of the Wood River Journal, a newspaper published every week in Hailey, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 19th day of July

19 84, and the date of the last publication was on the 26

day of July, 19 84

Subscribed and sworn to before me this 26th

day of July, 19 84.
(SEAL)

Darla Bratt
NOTARY PUBLIC

WOOD RIVER JOURNAL

Hailey, Idaho

COST OF PUBLICATION

Numer of Picas per Line	<u>11</u>
Number of Lines in Notice	<u>31</u>
Number of Insertions	<u>2</u>
Lines tabular at	5¢/Pica
<u>31</u> Lines straight at	<u>13.64</u> 4¢/Pica
<u>31</u> Subsequent lines at	<u>10.23</u> 3¢/Pica
TOTAL COST <u>23.87</u>	

MICROFILMED

COPY OF NOTICE

(Paste Here)

App# 37-4414
TITLE OF NOTICE
Ketchum Spring Water

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept of Water
BILL TO

NOTICE OF CLAIM TO WATER RIGHT

NOTICE IS HEREBY GIVEN,
That the following claim to water
right has been established by
diversion and application to
beneficial use:

37-4414

KETCHUM SPRING
WATER SUPPLY CO., INC.
Post Office Box 1570
Ketchum, Idaho 83340

Source: GROUNDWATER

Priority Date: 01/01/1949

Diversion Point: NESW Sec 07 T
04N R 18E

Use: MUNICIPAL (2.2270 CFS)

In: NENE NWNE SWNE SENE
NESE NWSE SWSE SESE Sec 13
T 04N R 17E NWNW SWNW
SENW NESW NWSW SWSW
SESW Sec 18 T 04N R 18E NENE
NWNE SWNE SENE Sec 12 T 04N
R 17E

Any exception to any claim of
water right may be filed with the
Director of the Idaho Department
of Water Resources, 1041 Blue
Lakes Boulevard North, Twin
Falls, Idaho 83301.

A. KENNETH DUNN
Director

Publish: Wood River Journal-July
19 & 26, 1984.

RECEIVED
No. 3514

JUL 30 1984

Department of Water Resources
Southern District Office

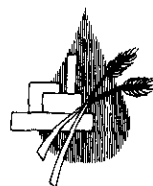
NOTE:

The filing deadline has been extended with a substantially increased fee:

Date Claim Filed	Fee
Until 6-30-1983	\$ 30
7-01-1983 thru 6-30-1984	\$100
7-01-1984 thru 6-30-1985	\$200

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that KETCHUM SPRING WATER SUPPLY COMPANY, INC.

(Name of Claimant)

P. O. BOX 1570, Ketchum, ID, 83340

(Mailing Address)

(Zip Code)

Telephone No. 788-4051

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1949

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

groundwater tributary to

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.) *	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	2.227 cfs	Use	Public Utility Water	Period of Use From 1-1	To 12-31
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) 2.227 cfs TOTAL QUANTITY USED.

(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)

NE 1/4 SW 1/4, Sec. 7 Twp. 4N Rge. 18E B.M., County of Blaine

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Well number 1 : Hole depth 54 feet Hole diameter 12 inches Static Water level 7 feet Casing 12 inches to 54 feet. For distribution system see enclosed JUB engineering drawings

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	17E	13	40X	X0	X0	X40									X	X	X	X	80
4N	18E	18	0	28	40	0		X	X	X	X	X	X	X					68
4N	17E	12	0	0	0	X10													10

Corrections AS per 7-3-84 Phone Conv. with Mr Towan. TB

No. of acres 158

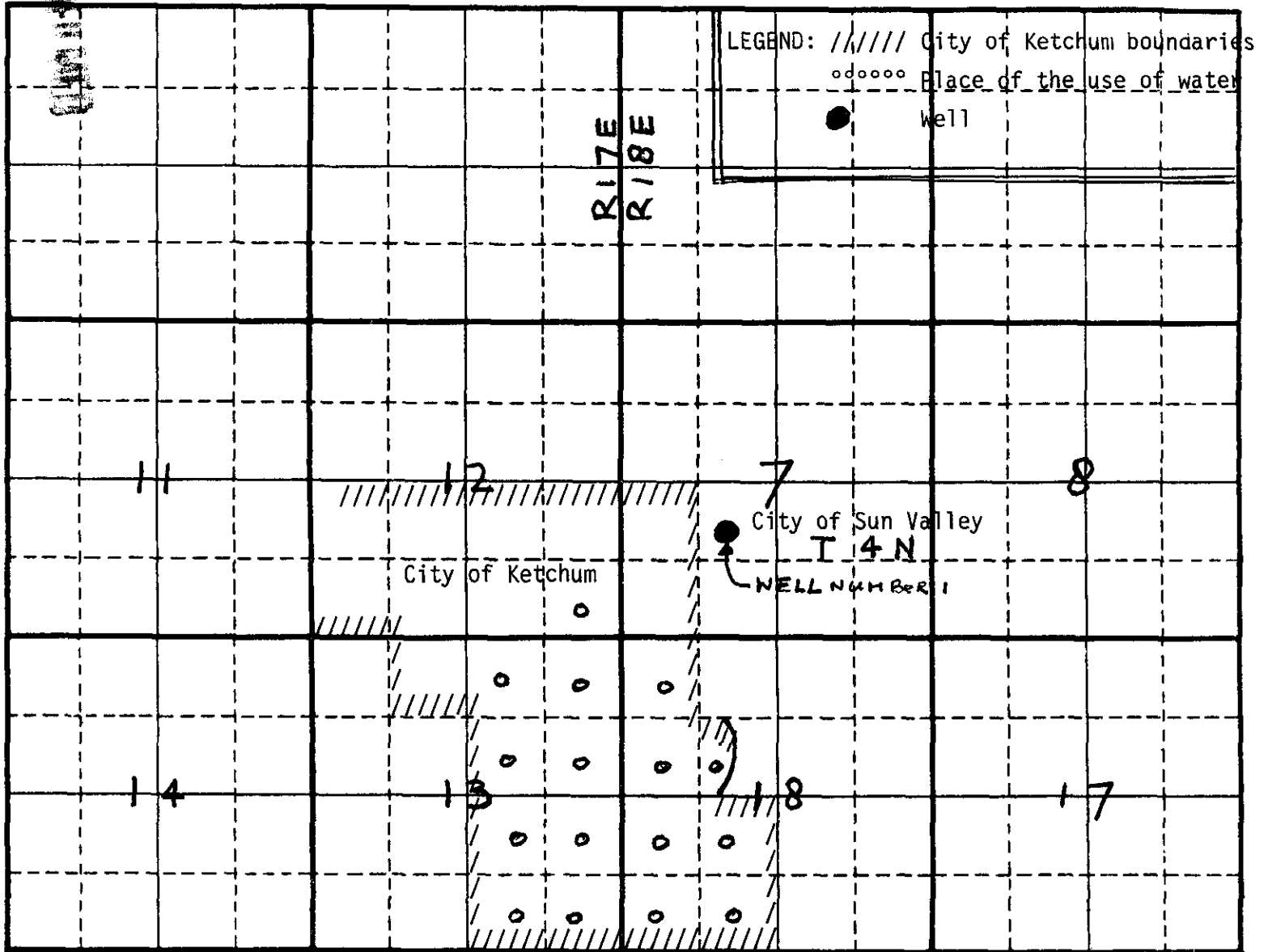
B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Used for potable water and fire protection in the City of Ketchum pursuant to Idaho Public Utilities Commission Certificate number 265

NOTE: Include here the type and number of stock watered:

(7) If you are claiming water as a member of an organization, list name of organization:

* IPUC Certificate 265

(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

NOTE:

State of Idaho)
County of BLAINE) ss.

The filing deadline has been extended with a substantially increased fee:

Date Claim Filed	Fee
Until 6-30-1983	\$ 30
7-01-1983 thru 6-30-1984	\$100
7-01-1984 thru 6-30-1985	\$200

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 26 day of JUNE

(Claimant) Wilhelmas J. Houli
PRES

Notary Public

Residing at Hailey, IDAHO

My commission expires 8-29-85

FOR DEPARTMENT USE ONLY

Received by J.F. Stanton Date 6-28-84 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by TB Date 7-2-84 claimant by: _____
\$100, \$30.00 fee received by Q Date 6-28-84 #33127
Published in Wood River Journal
Dates 7/19 + 7/26/84

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Blaine } SS.

GORDON O. GLASMANN

, being first duly sworn, deposes and says that he is the printer (publisher) of the Wood River Journal, a newspaper published every week in Hailey, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 19th day of July, 1984, and the date of the last publication was on the 26th day of July, 1984.

Subscribed and sworn to before me this 26th day of July, 1984.
(SEAL)

Darla Bratt

NOTARY PUBLIC

WOOD RIVER JOURNAL

Hailey, Idaho

COST OF PUBLICATION

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31 Subsequent lines at 10.23 3¢/Pica

TOTAL COST 23.87

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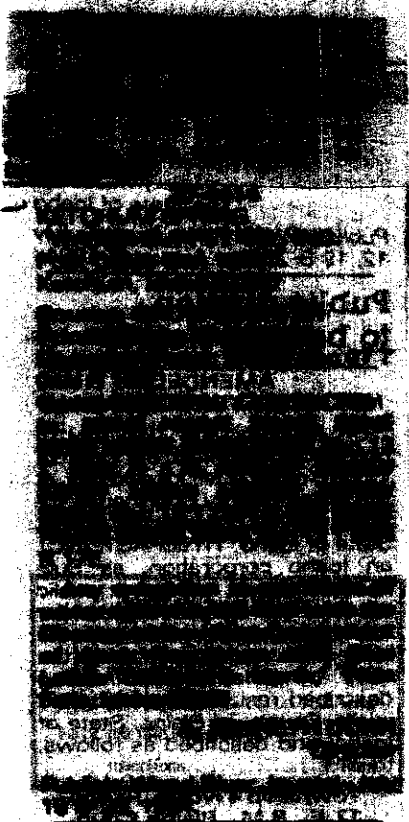
App# 37-4414
TITLE OF NOTICE
Hatchum Spring Water

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept of Water
BILITTO



RECEIVED

JUL 30 1984

Department of Water Resources
Southern District Office

MICROFILM



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

July 14, 1988

RE: Assignment of Rights

City of Ketchum
Box 2315
Ketchum, ID 83340

Attn: Steven A. Hansen, Water Superintendent

Dear Mr. Hansen:

We have received your correspondence of June 16, 1988 along with the Bill of Sale and dedication agreements conveying water rights from Ketchum Spring Water Supply Co. to the City of Ketchum. Our computer records for Right Nos. 37-2628/4413/4414/4415/4416 (as listed in the Bill of Sale) have been changed to show the City of Ketchum as the new owner of the rights.

Your letter identified one other right, No. 37-8195. Be advised, however, that this right is an application in the name of Craig H. Nielsen. Therefore, we cannot accept an assignment of this right from anyone but Mr. Nielsen.

If you have any questions concerning this matter, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

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AUG 01 1988



P.O. Box 2315
KETCHUM, IDAHO 83340
(208) 726-3841

JUN 23 1988

MAYOR
LAWRENCE J. YOUNG

Department of Water Resources
COUNCILMEN
THOMAS F. HELD
SUZANNE E. ORB
WILLIAM H. VANDERBILT
SUSAN H. WOLFORD

CLERK
BETTY A. COLES

June 16, 1988

Idaho Department of Water Resources
Statehouse
Boise, ID 83720

Subject: Assignment of Water Right Claims to the City of Ketchum.

Dear Sirs:

The City of Ketchum is requesting assignment of water right claim numbers 37-4413, 37-4414, 37-2628, 37-4415, 37-4416, and 37-8195. I have attached for your review copies of the Bill of Sale and dedication agreements relating to the above mentioned claim numbers. If you need any additional information regarding this matter please do not hesitate to call me at 726-7825.

Sincerely,

Steven A. Hansen
Water Superintendent

Attachments

RECEIVED

AUG 01 1988

ASSIGNMENT AND BILL OF SALE

THE KETCHUM SPRING WATER SUPPLY COMPANY, Grantor, hereby grants, sells and conveys unto the CITY OF KETCHUM, IDAHO, a municipal corporation, Grantee, whose address is 480 E. Ave. N., P. O. Box 2315, Ketchum, Idaho 83340, the assets described herein.

1. All existing distribution lines, pumps, fixtures and other improvements comprising The Ketchum Spring Water Supply system, including but not limited to those listed on Attachment #1 hereto and made a part hereof by reference.

2. The easement and reservations contained in Deed from Union Pacific Railroad Company, a Utah corporation, to The Ketchum Spring Water Supply Company, an Idaho corporation, dated July 20, 1954, recorded August 19, 1954, in Book 171 of Deeds, page 65, records of Blaine County, Idaho. A copy of said document is attached as Attachment #2 and made a part hereof by reference. This includes all improvements and fixtures comprising the Sun Valley well sites including access, maintenance and utility line easements thereto.

3. All water rights and licenses thereto issued by the Idaho Department of Water Resources to the Bigwood well, Parkwood well, Sun Valley Well No. 1 and Sun Valley Well No. 2, including, but not limited to, Idaho Department of Water Resources, Water Right Identification Numbers 37-4413, 37-4414, 37-4415, 37-4416, and 37-2628, together with all water right claims, applications therefor and all licenses thereto issued by the Idaho Department of Water Resources.

AUG 01 1988

4. All easements for use, operation, maintenance, repair and ingress and egress to all improvements and assets of grantor on, over, under and across real property belonging to third parties.

5. John Deere JD300-B loader and backhoe loader.

6. Dedectron ipe and cabel locator.

7. Water pump.

8. Welding equipment.

9. 1972 Jeep maintenance pickup truck (53,000 miles with repair tools (J 4000).

10. Keys to fit all valves.

11. Supply of pipe, repair fixtures, valves, etc. for various sizes.

12. Tapping machine.

13. All books, financial records, customer lists, well logs, maps and other documents pertaining to the operations of The Ketchum Spring Water Supply system.

14. All prescriptive easements, rights of way and all other corporeal or incorporeal rights in and to real property as may be held by Grantor.

DATED this 24th day of March, 1986.

THE KETCHUM SPRING WATER SUPPLY
COMPANY

By: [Signature]

President

ATTEST:

[Signature]
Secretary

RECEIVED
AUG 01 1988

JUN 23 1988

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of March, 1987, before me the under-
signed Notary Public, personally appeared WILHELMUS J. TOUW and
BRENDA K. TOUW, known to me to be the persons whose names are
subscribed to the foregoing instrument as the President and
Secretary of The Ketchum Spring Water Supply Company, a
corporation, and acknowledged to me that they executed the same
for and on behalf of said corporation.

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

[Signature]
Notary Public for Idaho
Residing at [Address]
My Commission Expires Nov 1

STATE OF IDAHO)
County of Blaine } ss.

I, BETTY A. COLES, the duly qualified and acting City
Clerk of the City of Ketchum, Idaho, do hereby certify that the
foregoing is a full, true, and correct copy of

Assignment and Lien of Sale

IN WITNESS WHEREOF, I have hereunto set my hand

and seal this 19th day of May, 1987

(SEAL)

[Signature]
Betty A. Coles
City Clerk

RECEIVED

AUG 01 1988

RECEIVED

JUN 23 1988

AGREEMENT TO DEDICATE BIGWOOD WATER SYSTEM

THIS AGREEMENT ("Agreement") entered into this 29th day of December, 1987, by and between the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), and Seaboard Idaho, Inc., an Idaho corporation ("Seaboard").

1. Recitals. This Agreement is made in contemplation of the following facts and purposes:

A. Seaboard is the owner of the real property ("Property") commonly known as the Bigwood P.U.D. Subdivision, more particularly described as Blocks 2A, 2B, 3A, 3B, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 17A, 17B, 18, 19, 20 and 21 of the Bigwood PUD Large Block Subdivision according to the official plat thereof recorded as Instrument No. 270981, records of Blaine County, Idaho, except for certain individual lots heretofore conveyed by Seaboard.

B. The Property is encumbered by the Bigwood Annexation, Services and Development Agreement dated August 15, 1985 and recorded as Instrument No. 266738, records of Blaine County, Idaho, as amended by the First Supplemental Agreement to Bigwood Annexation, Services and Development Agreement recorded as Instrument No. 275667, records of Blaine County, Idaho ("Annexation Agreement").

C. As an incident of the development of the Property, Seaboard has constructed a water system ("Water System") including a well, booster pump station and pipeline to provide required water for domestic and fire flow purposes.

D. Notwithstanding any contrary provisions of Paragraph 4.3 of the Annexation Agreement, the parties acknowledge and agree Seaboard may elect to retain and operate the Water System or to offer it for dedication to Ketchum.

E. As a further incident of the development of the Property, the public has been granted certain rights to use and enjoyment of the Bigwood Golf Course located within the Property. By virtue of the public's rights, the parties hereto acknowledge that the Bigwood Golf Course is a quasi-municipal golf course. Specifically, Paragraph 4.5 of the Annexation Agreement provides, in part, as follows:

"4.5 Golf Course. Bigwood hereby grants to the public certain rights to the Bigwood Golf Course as set forth in the documents referred to herein. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for the general public and the remainder reserved for Bigwood owners, guests, season pass holders and private memberships, subject to limited special tournament events which

shall have priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships.

In addition, Bigwood covenants to maintain the existing nine (9) hole golf course as a first rate golf course in accordance with accepted industry standards, except Bigwood may close said golf course for a period of not more than twenty-four (24) consecutive months for construction of the eighteen (18) hole golf course."

F. Seaboard lacks sufficient water to adequately irrigate the Bigwood Golf Course and related landscaping exclusive of ponds and streams along Highway 75 and at the entry of North Bigwood Drive and Clubhouse Road (collectively) hereinafter referred to as the Golf Course) in drought conditions and has been unable to acquire further water rights. Further, there may be other occasions resulting from acts of God which will preclude Seaboard from being able to irrigate the Golf Course.

G. It is in the best interest of the citizens of Ketchum and the public generally that Seaboard be insured the availability of a sufficient quantity of water to irrigate the Golf Course and thereby protect the public rights thereto.

H. Seaboard desires to dedicate the Water System to Ketchum and Ketchum desires to accept the dedication. Further, Seaboard desires to reserve limited rights to the use of municipal water to insure its ability to perform its obligation to maintain the Golf Course, and the City desires Seaboard to retain said rights for that purpose.

NOW, THEREFORE, by reason of the foregoing, and in consideration of the promises, covenants and agreements contained herein, the parties agree as hereinafter set forth.

1. Dedication of Water System. Effective the date of this Agreement, Seaboard does hereby grant, donate, dedicate and convey unto Ketchum, its successors and assigns, the Water System located on the Property including, but not limited to, the well and related improvements, the distribution system consisting of the pipe lines located in a public right-of-way or in an easement contained in the official plat of the property, and the booster pump station together with all water rights to said well. Seaboard hereby assigns to Ketchum any and all water rights, including, but not limited to, Idaho Department of Water Resources, Water Right Identification Number(s) 37-8195 and other water right licenses, claims and applications thereto for said water well. Ketchum hereby accepts the transfer and dedication and agrees to operate, repair and maintain the Water System at its expense, subject to the two (2)

AUG 01 1988

year warranty by Seaboard as set forth in Paragraph 4 of the Annexation Agreement.

2. Emergency Right to Municipal Water for Irrigation of Golf Course. Ketchum covenants and agrees that Seaboard, and its successors and assigns, shall have the right to municipal water for the purpose of irrigating the Golf Course, on the terms and conditions set forth in this Paragraph 2.

a. Emergency Conditions. Seaboard shall be entitled to municipal water only in the event it lacks a sufficient quantity of other water as is necessary for proper irrigation of the Golf Course and related landscaping, exclusive of ponds and streams, by reason of drought or flood conditions, acts of God, or other conditions beyond its control. For the purposes of this Agreement, such emergency conditions shall be deemed to exist when the flow of surface water from the Big Wood River at the Bigwood diversion structure drops below 850 gallons per minute. In such an event, Seaboard shall be entitled to receive municipal water to compensate for the loss of flow and bring the total amount of water up to 850 gallons per minute subject to the limitations set forth in Paragraph 2(b) below. In the event Seaboard lacks a sufficient quantity of water because of damage to its weir or other repairable or replaceable equipment then Seaboard shall be entitled to use the municipal water only if it is diligently pursuing the repair or replacement of the damaged weir or other equipment. When such an emergency condition arises, Seaboard shall deliver written notice thereof to the Ketchum Water Superintendent who upon verification of said emergency condition shall turn on the emergency water service to the golf course irrigation system in accordance with this Agreement.

b. Quantity of Municipal Water. In the event Seaboard lacks a sufficient quantity of other water as is necessary for the proper irrigation of the Golf Course and related landscaping, as set forth hereinabove, Seaboard shall be entitled to water flow of 500 gallons per minute during the hours of 8:00 p.m. to 12:00 a.m. and not more than 800 gallons per minute of municipal water during the hours of 12:00 o'clock a.m. to 6:00 a.m.; provided, however, Ketchum shall have the right to limit or suspend Seaboard's use of municipal water in the event the water is needed for domestic use or fire suppression. The Ketchum Water Superintendent shall have the right, after reasonable prior written notice, except where prior notice is impractical (e.g. in the case of fire, replenishment of reservoir capacity, mechanical breakdown) to shut off or otherwise regulate the emergency water service in the event, but only during the duration of the period, that the water, or any portion thereof, is reasonably determined by him to be needed for domestic use (including, but not limited to, irrigation), fire protection, or accumulating storage capacity for those purposes. "Needed" as used herein shall mean

Aug 10 1988

that without the water there would be a material deprivation of water to all or some substantial portion of the City, or that the City's fire suppression capability would be materially impaired. During periods of golf course irrigation, Seaboard shall use all of its surface water rights exclusively to irrigate the golf course by means of its sprinkler irrigation system and shall not use said water to maintain the flow of the streams and ponds (with the exception of the large irrigation holding pond at the northerly end of the golf course) unless such streams and ponds are an integral part of the golf course irrigation system.

c. Compensation. Seaboard agrees to pay Ketchum for the municipal water provided pursuant to this Agreement an amount equal to Ketchum's cost in providing the water computed in accordance with the following formula:

$$\text{Cost} = (E \times W) + (W \times .02)$$

"E" equals the average electrical cost per 1000 gallons of City Water provided in the summer months (As of 7/30/87, E equals 0.062; E shall be calculated and adjusted monthly when water is consumed)

"W" equals the gallonage of water used in thousands.

CP SHW

3. Installation of Emergency Water Service Connection. Seaboard shall install, at its sole expense, the emergency water service connection in accordance with plans and at a location approved by the Ketchum Water Superintendent prior to the start of construction thereof. Said emergency water service connection shall include, but not be limited to, all piping, a backflow prevention device, manual shut off valve, water meter, timing devices and on low pressure disconnect valve which will automatically shut off the emergency water service if the pressures of the municipal system fall below a point to be agreed upon as part of the plan approval process.

4. Seaboard Water Rights. Seaboard hereby represents and warrants that it presently owns the following deeded water rights to the Big Wood River: forty (40) inches with a priority date of June 1, 1882, one hundred ninety-four (194) inches with a priority date of June 1, 1885, and two hundred ninety-four (294) inches with priority dates later than June 1, 1885, and that it is presently acquiring thirty (30) inches with a priority date of June 1, 1881. This Agreement is conditioned upon Seaboard acquiring the aforementioned 1881 water rights and upon Seaboard retaining all the aforementioned 1881, 1882 and 1885 water rights as an appurtenance to the Property.

5. Miscellaneous Provision.

a. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to

FILED
AUG 01 1988

describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

b. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

c. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

d. This Agreement contains the entire agreement between the parties respecting the matters herein set forth.

e. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

The parties have executed this Agreement effective as of the date first above written.

SEABOARD IDAHO, INC.
an Idaho corporation

By *Clayton R. Rasmussen*
Its *V.*

CITY OF KETCHUM

By *Susan H. Wolford*
~~GERALD H. SEPPERT~~
Mayor
SUSAN H. WOLFORD
Acting Mayor



Betty A. Coles
Betty A. Coles
City Clerk

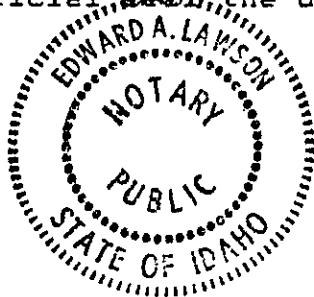
RECORDED

AUG 01 1988

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11 day of JANUARY, 1988, before me, a Notary Public in and for said State, personally appeared Cleveland Patterson, known to me to be the Vice President of Seaboard Idaho, Inc., and the person who acknowledged to me that he executed the within instrument on behalf of said corporation.

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



[Signature]
Notary Public
Residing at: Blaine County

STATE OF IDAHO)
County of Blaine } ss.

I, BETTY A. COLES, the duly qualified and acting City Clerk of the City of Meridian, Idaho, do hereby certify that the foregoing is a full, true, and correct copy of Agreement to dedicate Signed Water System

IN WITNESS WHEREOF, I have hereunto set my hand

and seal this 11th day of January, 1988

(SEAL)

[Signature]
Betty A. Coles
City Clerk

BLAINE CO
REQUEST OF
Seaboard Idaho
Agreement
JAN 27 AM 10 07
J. Dudley DEPUTY
FFS & 1800

MICROFILMED

AUG 01 1988

291967

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1045 Blue Lake Road, N.
Twin Falls, Idaho 83728
(208) 734-7575

AUGUST 6, 1994

KETCHUM SPRING WATER SUPPLY CO., INC.
P. O. BOX 1570
KETCHUM ID 83742

RE: Claim No. 37-4414

Dear Claimant:

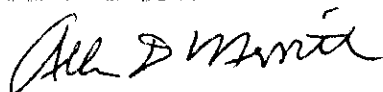
The Department of Water Resources has completed the administration of your claim to a water right, and no further action is authorized under Sections 42-242 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions or if this office may be of further assistance, please feel free to contact us.

Yours truly,



ALLEN D. MERRITT
Senior Water Resource Analyst

Enclosure

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NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

32-4414

KETCHUM SPRING WATER SUPPLY CO., INC.

P. O. BOX 1570, KETCHUM, ID 83340

Source: GROUNDWATER

Priority Date: 01/01/1949

Diversion Pt: NESW Sec 07 T 04N R 18E

Use: MUNICIPAL (2.2270 CFS)

In: NENE NWNE SWNE SENE NESE NWSE SWSE SESE Sec 13 T 04N R 17E NNW SWNW SENW
NESW NWSW SWSW SESW Sec 18 T 04N R 18E NENE NWNE SWNE SENE
Sec 12 T 04N R 17E

Any exception to any claim of water right may be filed with
the Director of the Idaho Department of Water Resources, 1041 Blue
Lakes Blvd. North, Twin Falls, Idaho 83301.

A. KENNETH DUNN

Director

Published 7/19 & 7/26/84.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd N.
Twin Falls, Idaho 83301
(208) 734-3578

JULY 12, 1984

Wood River Journal
P.O.Box 988
Hailey ID 83333

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before AUGUST 6, 1984.

Yours truly,

Mary A. Newby
Secretary

Encl.

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State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: T.G. Blau

Right Number 37-4414 Applicant KETCHUM SPRING WATER SUPPLY CO., I

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS
INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO
THE CLAIMANT ALONG WITH THE APPROPRIATE COVER
LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☒ Exceptions processed.

By ADW Date 7/31/84

STATE OFFICE PROCESSING:

- ☐ Claim review complete.

By SC Date 8/2/84

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RECEIVED
AUG 02 1984

Department of Water Resources

KETCHUM SPRINGS WATER SUPPLY CO. DISTRIBUTION SYSTEM.

LEGEND

-  U.S. NUMBERED ROUTES
-  RAILROAD
-  CORPORATE BOUNDARY LINE
-  SCHOOL
-  CHURCH
-  POST OFFICE
-  CITY HALL
-  WATER VALVE
-  FIRE HYDRANT

CORP
LIMITS
OF
SUN VALLEY

CITY MAP
KETCHUM
BLAINE COUNTY
IDAHO

SCALE
0 250 500 1000 FEET
0 0.05 0.1 0.2 0.3 MILES

(Special Census) Feb. 10, 1975, Pop. 2607

1972

WELL
NUMBER 1



J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Twin Falls, Idaho