

Page 1 of 20STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Sutton, Sellgren & Sellgren Inc. Phone 226-8071
Post Office address P.O. Box 2810, Sun Valley, ID 83253

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 Take water from subdivided land to allow expansion of golf course

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

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|-------------------|-----------------|-----------------------|------------------|---------------------------|
| <u>A37-00158C</u> | <u>7-1-1881</u> | <u>0.60 cfs</u> | <u>Irrig.</u> | <u>4-1</u> to <u>11-1</u> |
| <u>A37-00274</u> | <u>6-1-1882</u> | <u>0.80 cfs</u> | <u>"</u> | <u>"</u> to <u>"</u> |
| <u>A37-00276B</u> | <u>6-1-1885</u> | <u>3.68 cfs</u> | <u>"</u> | <u>"</u> to <u>"</u> |
| <u>A37-00892A</u> | <u>9-1-1920</u> | <u>3.184</u> | <u>"</u> | <u>"</u> to <u>"</u> |
2. Total amount of water being transferred ~~8.264~~ 5.08 cubic feet per second and/or 288 acre-feet per annum.
3. Source of water Big Wood River tributary to Majed River
4. Point(s) of Diversion: Same

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

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	
<u>4N</u>	<u>17E</u>	<u>1</u>													<u>12.5</u>	<u>.5</u>		<u>12.5</u>	<u>29</u>
		<u>12</u>	<u>18</u>			<u>14</u>									<u>15</u>			<u>10.5</u>	<u>54.5</u>
	<u>18E</u>	<u>7</u>									<u>15</u>	<u>10</u>							<u>11.5</u>
		<u>6</u>										<u>1</u>							<u>1</u>

Total acres 96

PART 1

6. General Information:

a. Description of diversion system Headgate & weir, ditch 500' to pond. Pump in pond to sprinklers.
This is an existing system except for sprinklers to be installed on the new lands.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ✓ 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:
Land has been subdivided for home sites. Any irrigation will be from domestic wells
the Ketchum water system.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
 And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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. 37-00158C Decreed to E. Crymer
in case of S.C. Frost, Et. Al. vs. Alturas Water Company, Et. Al.
dated 12-13-1909 in Fourth District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 3331 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 Purchase, Sale, Warranty or Gift

3. Source of water Big Wood River tributary to Mald River

4. Date or priority 7-1-1881

5. Water is used for the following purpose:

amount 0.60 cfs for Irrig. purposes from _____ to _____
(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 _____ 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
		NW	SE	1	4N	17E	B/gine	

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	
4N	17E	12	6.1			4.9					4	3	3		4.1			3.3	18.4
		7									2.5	3.1							5.6

Total acres 24

9. Describe any other water rights used for the same purpose as described above 37-00276 B

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. 37-00274 Decreed to Fred W. Gooding
in case of S.E. Frost, E.T. Al. vs. Alturas Water Company, E.T. Al.
dated 12-13-1909 in Fourth District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1739 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 see DISCL

3. Source of water Big Wood River tributary to Malad River

4. Date or priority 6-1-1882

5. Water is used for the following purpose:

amount 0.80 cfs for Irrig. purposes from _____ to _____
(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 0.80 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
		NW	SE	1	4N	17E	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	
4N	17E	1														20		20	40

Total acres 40

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

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. 37-002768 Decreed to Fred W. Gooding
in case of S.C. Frost, Et. Al. vs. Alturas Water Company, Et. Al.
dated 12-13-1909 in Fourth District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1736 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 see 37-0158C

3. Source of water Big Wood River tributary to Mald River

4. Date or priority 6-1-1885

5. Water is used for the following purpose:

amount 3.68 cfs for Irrig. purposes from _____ to _____
(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 3.68 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
		NW	SE	1	4N	17E	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	
4N	17E	12	40	28	20	40											28		156

Total acres 156

9. Describe any other water rights used for the same purpose as described above 37-00158C

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. 37-0872B Decreed to Upper Big Wood River Water Users Assn.
in case of Upper Big Wood R. Users Assn. ET AL vs. S.H. Chapman, Watermaster
dated 8-28-1922 in Fourth District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1750 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 See 37-0158C

3. Source of water Big Wood River tributary to Mald River

4. Date or priority 9-1-1920 * * Saved right deliverable only when entire flow of River is diverted thru Baseline Bypass Canal

5. Water is used for the following purpose:

amount 11.232 cfs for Irrig. purposes from _____ to _____
(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 11.232 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
		<u>NW</u>	<u>SE</u>	<u>1</u>	<u>4N</u>	<u>17E</u>	<u>Blaine</u>	<u>Various headgates above Magic Reservoir</u>

8. Lands irrigated or place of use: Not given in decree

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>4N</u>	<u>17E</u>	<u>7</u>										<u>3</u>	<u>2</u>						<u>10</u>
		<u>12</u>													<u>40</u>		<u>40</u>		<u>80</u>

Total acres 90

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

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 3,184 cfs for Irrig. purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>NW</u>	<u>SE</u>	<u>1</u>	<u>4N</u>	<u>17E</u>	<u>Blaine</u>	

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>4N</u>	<u>17E</u>	<u>1</u>																<u>17</u>	<u>17</u>
		<u>12</u>	<u>29</u>			<u>15</u>									<u>19</u>			<u>8</u>	<u>71</u>
	<u>18E</u>	<u>7</u>									<u>1.5</u>	<u>6.5</u>							<u>8</u>

Total acres 96

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 8,048 for Irrig. purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion: Same

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

3. Lands irrigated or place of use: Same less above lands

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	

Total acres _____

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. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A37-00158C on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Big Wood River tributary to Majad River

4. Date or priority 7-1-1881

5. Water is used for the following purpose:

amount 0.60 cfs for Irrig. purposes from _____ to _____
(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 0.60 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
	NW	NW	SE	1	4N	17E	Blaine	O-P2 Headgate

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
4N	17E	1															17	17	
		12	39			15								19			8	71	
	18E	7									1.5	6.5						8	

Total acres 96

9. Describe any other water rights used for the same purpose as described above A37-00274, 00276B, 00892A

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 _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A37-00274 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Big Wood River tributary to Mald River

4. Date or priority _____

5. Water is used for the following purpose:

amount 0.80 cfs for Irrig. purposes from _____ to _____
(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 0.80 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
	NW	NW	SE	1	4N	17E	Blaine	0-8 P2 Hedgegate

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	
4N	17E	1																17	17
		12	29			15									19			8	71
	18E	7									1.5	6.5							8

Total acres 96

9. Describe any other water rights used for the same purpose as described above A37-00158C, 00276B, 00892A

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. _____ issued by the Idaho Department of Water Resources.

c. Claim No. A37-002768 on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Big Wood River tributary to Malden River

4. Date or priority 6-1-1885

5. Water is used for the following purpose:

amount 3.68 cfs for Irrig. purposes from _____ to _____

(cfs/ac-ft) amount _____ for _____ purposes from _____ to _____

(cfs/ac-ft) amount _____ for _____ purposes from _____ to _____

(cfs/ac-ft) amount _____ for _____ purposes from _____ to _____

6. Total amount of water under right 3.68 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
	NW	NW	SE	1	4N	17E	Blaine	D-P2 Headgate

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	
4N	17E	1																17	17
		12	29			15									19			8	71
	18E	7									1.5	6.5							8

Total acres 96

9. Describe any other water rights used for the same purpose as described above A37-001580, 00274, 00892A

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

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. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A37-00892A on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Big Wood River tributary to Malad River

4. Date or priority 9-1-1920

5. Water is used for the following purpose:

amount 3,184 cfs for Irrig. purposes from _____ to _____
(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 3,184 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
	NW	NW	SE	1	4N	17E	Blaine	D-P2 Headgate

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	
4N	17E	1																17	17
		12	29			15									19			8	71
	18E	7									1.5	6.5							8

Total acres 96

9. Describe any other water rights used for the same purpose as described above A37-00158C, 00274, 00892A
002768

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 _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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

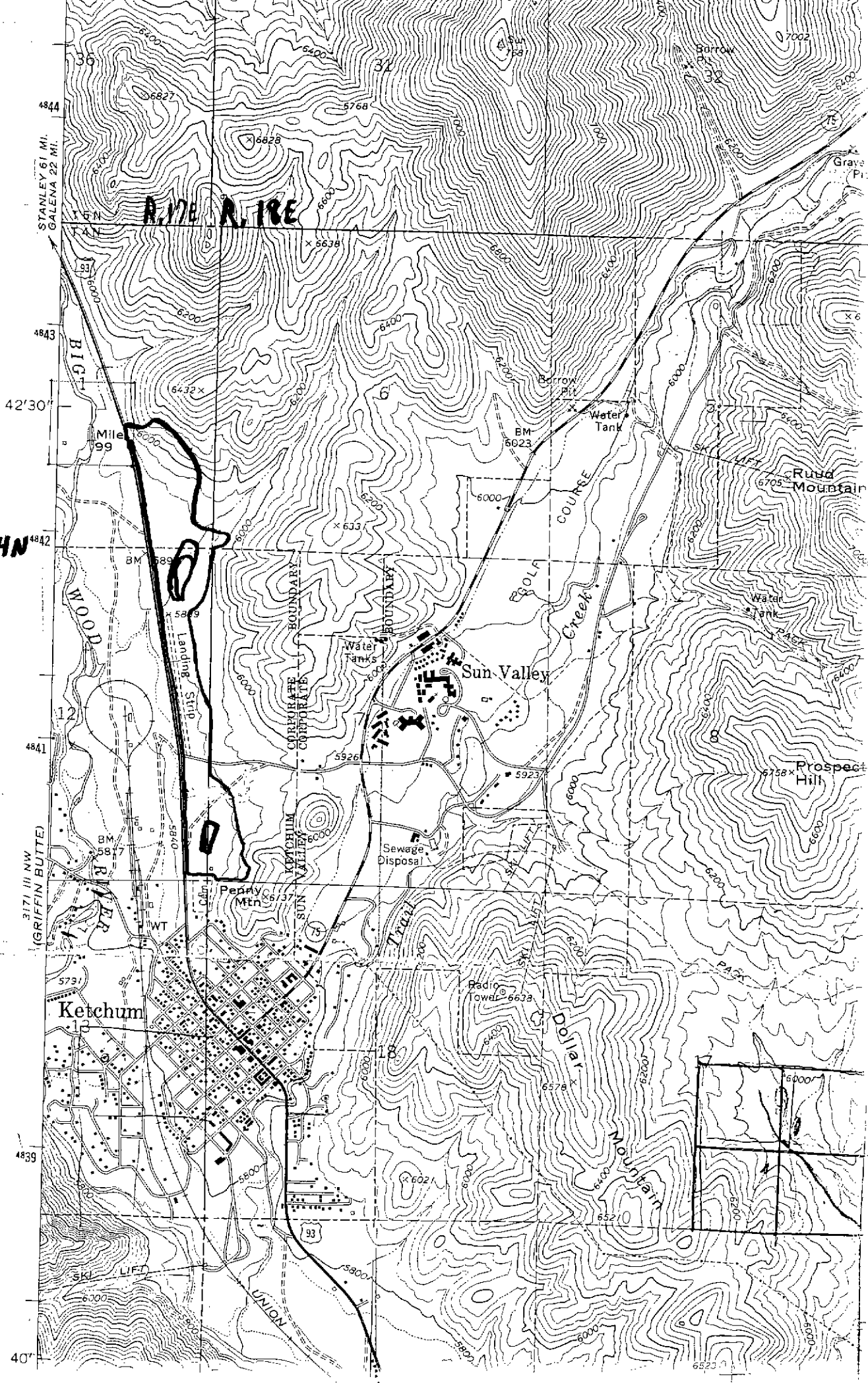
3. Lands irrigated or place of use:

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	

Total acres _____

T.4N

R.17E R.18E



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

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

2. Quantity and quality of return flows and location of discharge:

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

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

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

Subscribed and sworn to before me this 25th day of April 7-25, 19 91.

Sutton, Sellgren & Sellgren Inc
(Signature of Applicant)

by Dev M
Sellgren
Pres.

Mary A. Baldwin
(Notary Public)

My commission expires 10-16-1992

FOR DEPARTMENT USE ONLY

Transfer contains 20 pages and _____ attachments

Received by G.F. Stanton Date 4-25-91 Protest filed by _____

Prelim. check by _____ Fee \$5000 5013298 _____

Receipted by Jo Date 4-25-91 _____

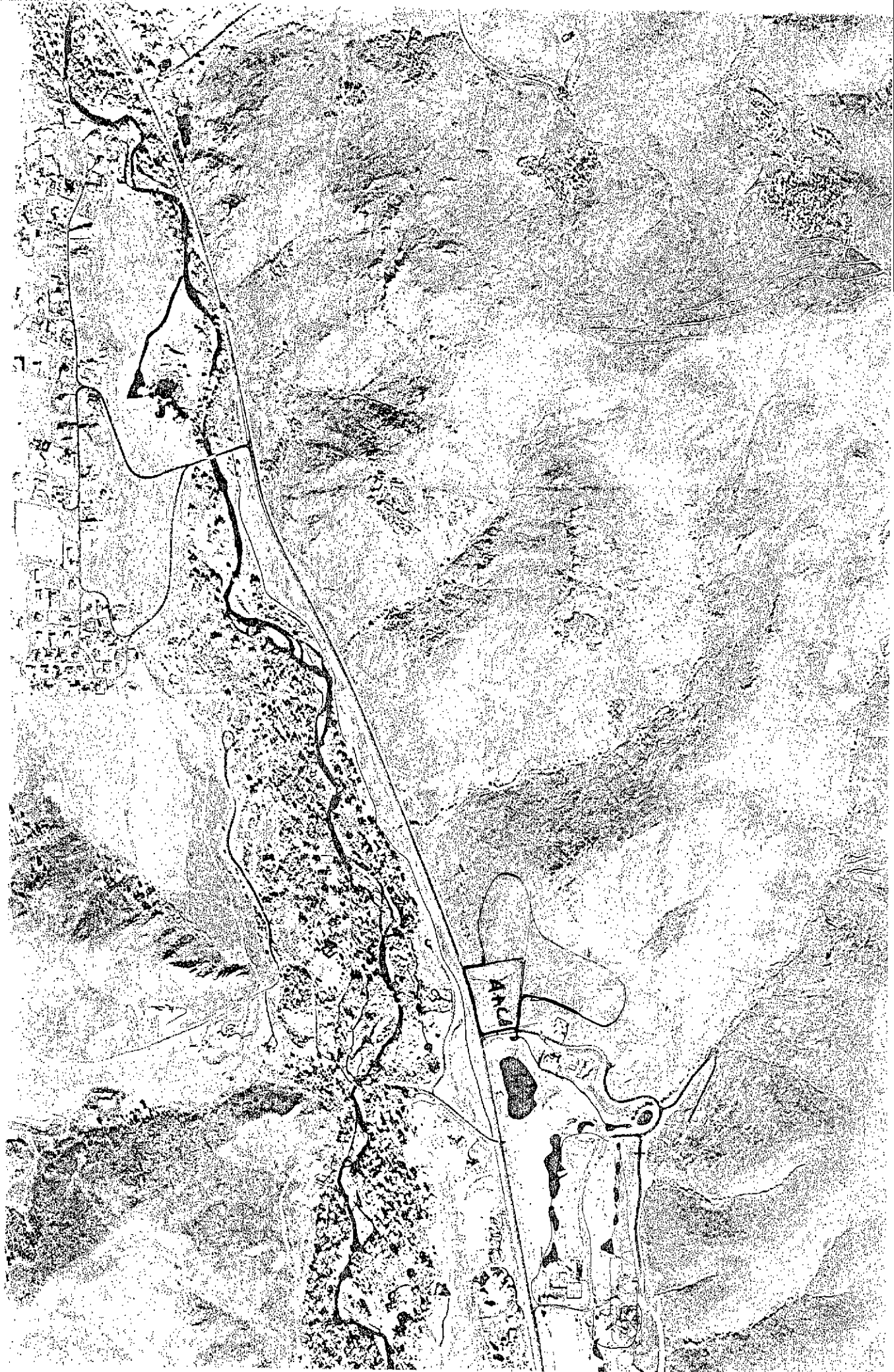
Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

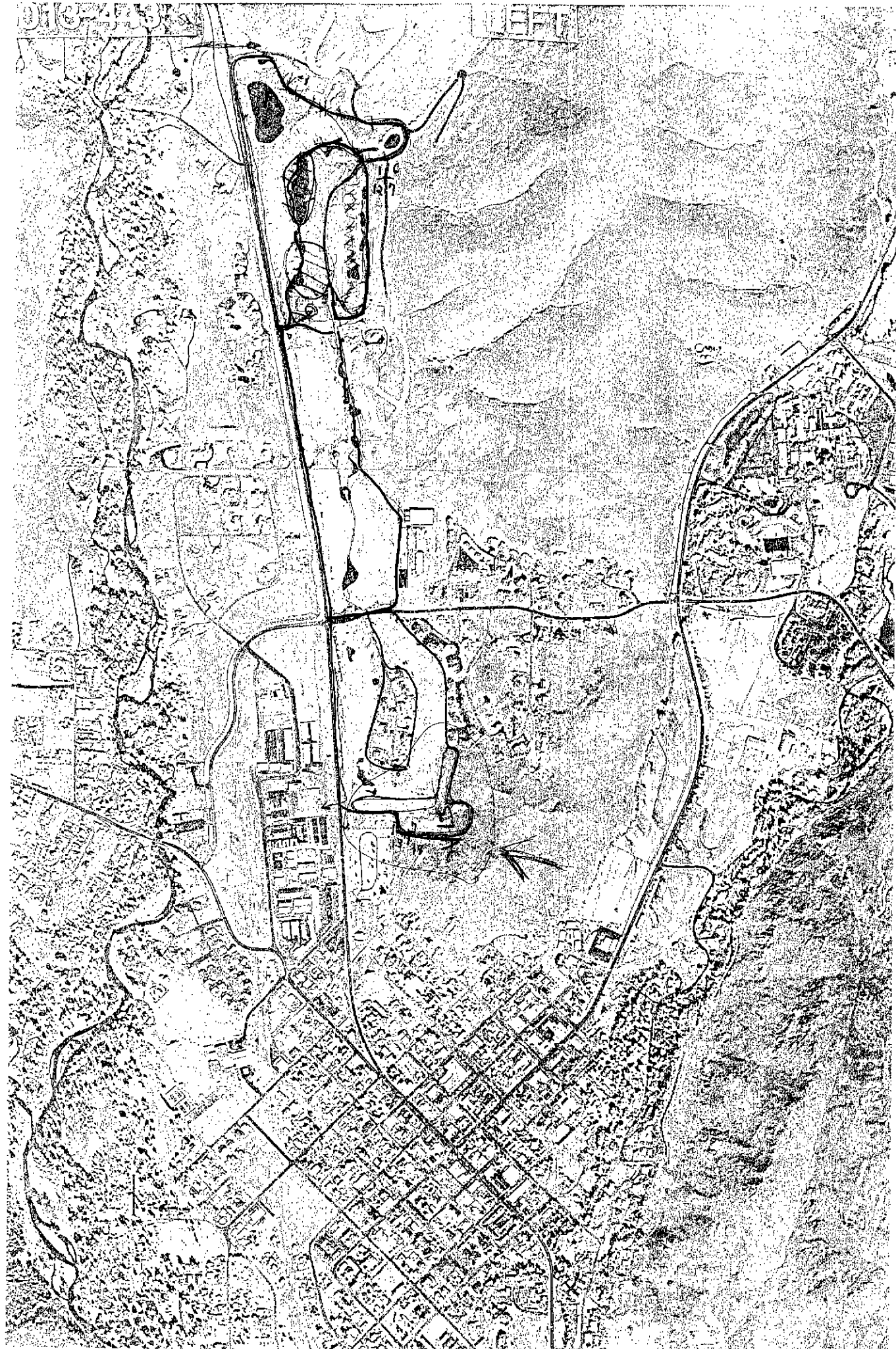
_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____



016-2437

LEFT



Order No. 16400

RECORDING REQUESTED BY
and
WHEN RECORDED MAIL TO:

Lawson & Peebles
P. O. Box 297
Ketchum, Idaho 83340
ATTN: Edward A. Lawson, Esq.

STATE OF IDAHO }
COUNTY OF BLAINE. }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF
Sawtooth Title Co., Inc.
AT 3:45 O'CLOCK P.M. 12-10 A.D. 1970
RECORDED IN BOOK ON PAGE
OF Deeds
BY Mary Ann
EX OFFICIO RECORDER
DEPUTY
FEE \$ 6.00

326101

(Space Above This Line For Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SEABOARD IDAHO, INC., an Idaho corporation hereby bargains, sells, remises, releases, conveys and forever quitclaims to SUTTON, SELLGREN & SELLGREN, INC., a Nevada corporation authorized to conduct business in Idaho, whose address is Post Office Box 2810, Sun Valley, Idaho, 83353, all of its right, title and interest which it has, if any, in the following described water rights.

0.80 C.F.S. under Idaho Water Right No. 37-00274, with a priority date of June 1, 1882, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00274.

3.184 C.F.S. under Idaho Water Right No. 37-00892A, with a priority date of September 1, 1920, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00892A.

0.60 C.F.S. under Idaho Water Right No. 37-04269, with a priority date of September 1, 1920, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-04269.

3.680 C.F.S. under Idaho Water Right No. 37-00276B, with a priority date of June 1, 1885, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00276B.

QUITCLAIM DEED - 1 - (A)

RECEIVED

MAY 02 1991

Department of Water Resources
Southern Region Office

SCANNED
FEB 10 2004

0.60 C.F.S. under Idaho Water Right No. 37-00158C, with a priority date of July 1, 1881, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00158C.

DATED this 10 day of December, 1990.

SEABOARD IDAHO, INC.,
an Idaho corporation

By: Brian McCoy
BRIAN M. McCOY, President

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

On this 10th day of December, 1990, personally appeared BRIAN M. McCOY, known to me or identified to me to be the President of Seaboard Idaho, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

B. F. Boller
Notary Public for Idaho
Residing at Idaho Falls, Idaho

PURCHASE AND SALE AND GUARANTY AGREEMENT

By and Between

SUTTON, SELLGREN & SELLGREN, INC.,
a Nevada corporation and
DAVID M. SELLGREN, an individual

and

SEABOARD IDAHO, INC.,
an Idaho corporation

RECEIVED

MAY 02 1991

Department of Water Resources
Southern Region Office

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EXHIBITS

- EXHIBIT "1"
Description of the Land
- EXHIBIT "2"
Description of Personal Property
- EXHIBIT "3"
Promissory Note - \$50,000.00
- EXHIBIT "4"
Promissory Note - \$900,000.00
- EXHIBIT "5"
Deed of Trust
- EXHIBIT "6"
Assumed Contracts
- EXHIBIT "7"
List of Water Rights
- EXHIBIT "8"
Deed to Water Rights
- EXHIBIT "9"
Warranty Deed to Golf Course
- EXHIBIT "10"
Commitment for Title Insurance - Golf Course
- EXHIBIT "11"
Warranty Deed - Sellgren Residence
- EXHIBIT "12"
Guaranty
- EXHIBIT "13"
Golf Course Equipment
- EXHIBIT "14"
Stock Pledge Agreement
- EXHIBIT "15"
Bridge Loan Note
- EXHIBIT "16"
General Security Agreement

PURCHASE AND SALE AND GUARANTY AGREEMENT

THIS PURCHASE AND SALE AND GUARANTY AGREEMENT is entered into as of this 8th day of December, 1990, by and between SUTTON, SELLGREN & SELLGREN, INC., a Nevada corporation authorized to conduct business in Idaho, and DAVID M. SELLGREN, an individual, and SEABOARD IDAHO, INC., an Idaho corporation.

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

a. Seller is the Owner of certain real property located in Blaine County, State of Idaho, and more particularly described in paragraph 2 below.

b. Buyer is desirous of purchasing said real property together with the improvements, structures and fixtures now or hereafter placed on the said real property hereinafter described, and Seller is agreeable to such sale on the terms and conditions hereinafter set forth.

2. Definitions. As used herein the following terms shall have the following meanings unless the context clearly requires otherwise.

a. "Agreement" shall mean this Purchase and Sale and Guaranty Agreement.

b. "Buyer" shall mean Sutton, Sellgren & Sellgren, Inc., a Nevada corporation, authorized to conduct business in Idaho.

c. "Closing Date" shall mean on or before December 10, 1990.

d. "Escrow Agent" shall mean Sawtooth Title Company, Ketchum, Idaho.

e. "Guarantor" shall mean David M. Sellgren, an individual.

f. "Land" shall mean that certain real property described in Exhibit "1" attached hereto and made a part hereof together with all water rights appurtenant thereto.

g. "Lease" shall mean that certain lease between Seller as tenant and the Bigwood Property Owners' Association, Inc., relative to the lease of the golf course clubhouse.

h. "Improvements" shall mean all improvements, structures and fixtures now existing on the Land or the leased

premises under the Lease, and all improvements, structures and fixtures at any time or times hereafter placed, constructed or installed on the Land. The Land and the Improvements are collectively hereinafter sometimes referred to as the "Real Property."

i. "Personal Property" shall mean all tangible personal property now existing or hereafter placed or installed on or about the Land or Improvements including but not limited to the items described in Exhibit "2" attached hereto and made a part hereof.

j. "Intangible Property" shall mean all intangible property now or hereafter owned or held by Seller in connection with the Real Property or the Personal Property, including but not limited to Seller's rights, if any, as grantor under Section 2.01 of the Amended and Restated Master Declaration Establishing Covenants, Conditions and Restrictions for The Bigwood P.U.D. Subdivision.

k. "Property" shall mean the Land, Lease, Improvements, Personal Property and Intangible Property.

l. "Seller" shall mean Seaboard Idaho, Inc., an Idaho corporation.

m. "Title Company" shall mean Sawtooth Title Company, Ketchum, Idaho.

3. Sale and Purchase. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property on the terms and conditions set forth in this Agreement.

4. Consideration. The purchase price for the Property shall be the sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00). The purchase price shall be payable as follows:

a. The sum of \$50,000.00 cash to be released to Seller upon the execution of this Agreement, to be applied as a credit to the purchase price at closing;

b. The conveyance to Seller of free and clear title to certain real property owned by Guarantor, as specifically provided in paragraph 13, below, for which Buyer shall be credited the sum of \$200,000.00 against the purchase price; and

c. The balance of the purchase price, \$950,000.00, in the form of two Promissory Notes, in the form attached hereto as Exhibits "3" and "4", and incorporated herein by this reference (collectively referred to hereinafter as the "Notes"). The Notes shall be secured by a First Deed of Trust ("Deed of Trust") on the Real Property in the form attached hereto as Exhibit "5", and incorporated herein by this reference.

As additional consideration to Seller, Buyer shall effective on the Closing Date assume all Seller's obligations which have been disclosed to Buyer by Seller, accrued or contingent, with respect to the Property, including, without limitation, those arising under or by virtue of the agreements described in Exhibit "6" hereto, and Seller's obligation to construct on the Land a maintenance facility.

5. Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall survive the Closing:

a. The execution of this Agreement by Seller, and delivery by Seller to Buyer, Seller's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller.

b. Seller is the sole owner of the entire right, title and interest in and to the Property.

c. Seller is not involved in or aware of any pending or threatened litigation which does or will affect the Property, except as disclosed in paragraph 6, below.

d. There are no commitments to or agreements with any governmental authority or agency (federal, state or local) affecting the Property which have not been disclosed by Seller to Buyer.

e. Seller has neither engaged nor dealt with any broker or finder with respect to this Agreement for which a commission is payable, and agrees to indemnify and hold Buyer harmless from any claim to any commission or finder's fee payable to any broker or finder claiming the same on account of Seller.

f. Seller will convey title to the Land, except for the water rights, free and clear of all liens and encumbrances except liens, encumbrances and restrictions disclosed hereby or otherwise known or which are a matter of record, matters which a correct survey would disclose, matters which are allowed as permitted exceptions in the policy of title insurance referred to in paragraph 12, below, and current taxes and assessments due but not payable. Seller will convey its interest in the water rights appurtenant to the Land by quitclaim deed, in the form attached hereto as Exhibit "8".

g. Seller shall deliver possession of the Property to Buyer on the Closing Date.

h. Seller has, to the best of its knowledge, made no written contract revoking or materially limiting its rights, if

any, under Section 2.01 of the Amended and Restated Declaration Establishing Covenants, Conditions and Restrictions for the Bigwood P.U.D. Subdivision and, to the best of its knowledge without any investigation or inquiry, has made no representations to purchasers of property in the Bigwood P.U.D. Subdivision which would materially conflict with the provisions of said Section 2.01. This representation and warranty is limited by any representations, statements or warranties based on, or arising directly or indirectly out of, statements or conduct of real estate agents approved by Seller (which Seller warrants there were none), Seller's promotional materials, matters which are in the public record or otherwise known to Buyer, or Seller's past efforts to secure deed restrictions from prospective purchasers of the Property (such as were proposed to Pinnacle Investments and David Sellgren).

6. Disclaimer. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Buyer acknowledges that Seller and Seller's agents have made no representations of any material fact concerning the Property except as expressed herein; that Buyer has had adequate opportunity to inspect and investigate the Property; that Buyer has made a thorough independent examination and inspection of the Property, and is relying solely upon its own examination and inspection thereof; and, that Buyer is acquiring the Property "as is". Buyer acknowledges that Seller has made no representations or warranties with respect to water rights other than that it is the record owner of those water rights as listed in Exhibit "7", hereto, and that the same will be conveyed to Buyer at closing via a deed in the form attached hereto as Exhibit "8". Buyer further acknowledges that Seller has disclosed the pending eminent domain lawsuit entitled State of Idaho v. Seaboard Idaho, Inc., Blaine County Case Number 16047, and that the lawsuit will result in a partial taking of the Land; Buyer acknowledges and agrees that it shall purchase the Land subject to the reduction in acreage as may be caused by this partial taking, but Buyer shall otherwise have no interest in the lawsuit, provided, however, if the amount of reduction materially changes during the lawsuit, Buyer shall receive the proceeds from any increased land area taken. Buyer further acknowledges and agrees that Seller has disclosed that the State of Idaho intends to conduct road work on and/or widen State Highway 75, within the highway easement, at various points along the highway as it borders the Land; Buyer acknowledges and agrees that it will purchase the Land subject to the aforesaid without recourse to Seller for any incident thereof. Buyer further acknowledges that Seller has made no representations or warranties as to whether the boundary lines of the Real Property are accurate, nor any representation as to the number of acres or the number of square feet or frontage contained in the legal description of the Real

Property. Buyer further acknowledges that Buyer has been informed and understands that the Real Property has not been surveyed and that Seller is not responsible or liable to obtain or provide a survey of the Real Property. Buyer has been provided a legal description of the Land which is the same description as that used in this Agreement. Buyer has had adequate opportunity to examine and inspect the boundaries of the Real Property and has made its own determination as to acreage, square footage, and/or frontage, and whether the location of Improvements and boundaries are accurate, and is purchasing the Property in reliance upon its own determination thereof and regardless of whether or not said location of Improvements and boundaries are accurate.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

a. The execution of this Agreement by Buyer, and delivery by Buyer to Seller, Buyer's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer, and that Buyer is authorized to conduct business and hold title in the State of Idaho.

b. After the Closing Date, except with the prior written consent of both the Bigwood Property Owners' Association and Seller, Buyer shall not make any additions or changes to or modification of the waterways located on or near the Land, including the ponds, lakes, streams, watercourses pumps, pipes and related systems and components. After the Closing Date, Buyer shall not make any improvements or alterations to the Property, except normal maintenance and repairs, without the prior written consent of the Seller, which consent shall not be unreasonably withheld. The requirement hereunder that Buyer obtain Seller's consent shall terminate when the Notes are paid in full. Buyer acknowledges and agrees this representation and warranty shall be included in an appropriate deed, easement or other closing document as a covenant running with the land to and for the benefit of Seller and/or the Bigwood Property Owners' Association.

c. Buyer has not engaged or dealt with a broker or finder relative to the transaction contemplated hereby. Buyer will indemnify Seller from and against any claim, loss or liability to any person claiming compensation as a result of Buyer's purchase of the Property.

d. Buyer shall at all times comply with all the terms and conditions of the Annexation Agreement between Seller and the City of Ketchum.

e. Buyer has reviewed and approved the commitment for title insurance attached hereto as Exhibit "10".

f. Buyer has reviewed the information made available to Buyer by Seller with respect to the State of Idaho's taking of land along Highway 75, and its intention to conduct road work on or widen Highway 75, including, without limitation, the cutting back of the berms along the highway now scheduled for 1991. Following such work by the State, Seller, at Seller's expense, shall restore the Land as required, and relocate or replace such trees, grass and foliage as is reasonably required to restore the berms and surrounding areas to a condition similar to that which existed prior to the work by the State.

g. Buyer has made no prior assignments, and has granted no prior security interests in any of the real or personal property which shall serve as security for payment and/or performance by Buyer under this Agreement, or any document or instrument referred to herein, which shall be senior to the position of Seller as a secured party under this Agreement, or any document or instrument referred to herein. Buyer represents and warrants that there are no security agreements and/or financing statements in existence with respect to any of the aforesaid real or personal property which shall serve as security, except as may be executed in favor of Seller hereunder.

h. Buyer acknowledges and agrees that until Buyer has fully performed its obligations under this Agreement, no commitments to or agreements with any such governmental authority or agency affecting the Property shall be made without Buyer's prior written approval, which approval shall not be unreasonably withheld.

8. Conditions.

a. Buyer's obligation to perform its undertaking provided in this Agreement is conditioned on the fulfillment of each of the following:

i. The due performance by Seller of each and every undertaking and agreement to be performed by it hereunder.

ii. Title Company shall have provided its assurance that it is in a position to issue the title insurance policy described in paragraph 12, below.

In the event Buyer does not notify Seller in writing of the failure of any of the conditions to be fulfilled, they shall be deemed fulfilled or waived by Buyer.

b. Seller's obligations to perform its undertaking provided in this Agreement is conditioned on the fulfillment of each of the following:

i. The due performance by Buyer of each and every undertaking and agreement to be performed by its hereunder, and the truth of each representation and warranty made in the agreement by Buyer at the time as of which the same is made and as of the Closing Date.

ii. There shall not have occurred prior to or on the Closing Date, destruction or damage or loss to the property described in paragraph 13b, or any portion thereof from any cause whatsoever.

iii. Seller's approval of a standard coverage commitment for title insurance on the real property described in paragraph 13b.

iv. Title Company shall have provided its assurance that it is in a position to issue the title insurance policy described in paragraph 12, below, regarding the property described in paragraph 13b.

9. Closing. The closing of the transaction contemplated hereby shall be effected on the Closing Date. The procedure to be followed by the parties in closing the transaction contemplated hereby shall be as follows:

a. Prior to the Closing Date, the parties shall cause to be delivered to the Escrow Agent the following:

i. instructions to the Escrow Agent sufficient to enable it to perform the functions herein contemplated.

ii. by Seller, a warranty deed in the form attached hereto as Exhibit "9", duly executed and acknowledged by Seller containing the restrictions contemplated in this Agreement.

iii. by Buyer, the Notes and the Deed of Trust.

iv. by Seller, assignments of those obligations to be assumed by Buyer, as set forth in paragraph 4, above, as shall be deemed by Seller to require a written assignment.

v. by Buyer, an assumption and hold harmless agreement relative to the obligations described in paragraph 4, above.

vi. by Seller, a bill of sale for the Personal Property in a form acceptable to Seller.

vii. by Guarantor and/or Buyer, all documents and instruments required pursuant to paragraphs 13, 14 and 15, below.

viii. by Buyer, a corporate resolution authorizing the transactions contemplated by this Agreement.

ix. By Guarantor, a warranty deed in the form attached hereto as Exhibit "11", duly executed and acknowledged.

b. Prior to closing, each party shall satisfy itself that the other is in a position to deliver on the Closing Date the items herein specified to be delivered by such party.

c. Seller shall pay:

i. the premium for the policy of title insurance on the Land;

ii. the charges of the County Recorder for or in connection with the recording of any document or instrument herein provided for Seller's benefit.

d. Buyer shall pay:

i. the premium for the policy of title insurance on the property described in paragraph 13b; and

ii. the charges of the County Recorder for or in connection with the recording of any document or instrument herein provided for Buyer's benefit.

e. Any other charges of the Escrow Agent for its service rendered in the consummation of the transaction herein shall be borne equally by Buyer and Seller.

10. Prorations. The following prorations shall be made as of the Closing Date and shall be paid in cash to the party entitled thereto on the Closing Date, unless the amount of any such proration cannot be ascertained in which event it shall be paid within ten (10) days after the amount thereof is established:

a. Real property taxes on the Real Property based on the most recent official information applicable to the fiscal year in which the Closing Date occurs, and obtainable in the office of the particular taxing authority.

b. Prepaid Insurance premiums on any existing insurance policies transferred to Buyer. No such policies shall be transferred to Buyer unless Buyer shall, prior to the Closing Date, request that the same be transferred.

Prior to the Closing Date, the Escrow Agent shall deliver to Buyer a tentative proration schedule setting forth a preliminary determination of the foregoing prorations and supported by all detail necessary to make such determination.

11. Default by Buyer. In the event of a default by Buyer, Seller shall be entitled to pursue any remedy which may be allowed at law or equity, including, without limitation, those remedies set forth in the Deed of Trust.

12. Title Insurance. The policies of title insurance called for in paragraphs 8(a) and 8(b), above shall be a standard owner's policies issued by Title Company on its usual form dated as of the Closing Date, with liability in the amount of the purchase price for the Property, showing title to the Property vested in Buyer, subject only to those matters shown as standard printed exceptions and/or as permitted exceptions; and with liability in the amount of \$292,000.00 for the real property described in paragraph 13(b), below, showing title to said real property vested in Seller, subject only to those matters shown as standard printed exceptions. Said policies of title insurance shall be issued immediately following the Closing Date.

13. Guarantor Provisions. Guarantor, as additional consideration and as an inducement to Seller to sell the Property to Buyer, acknowledges and agrees as follows:

a. Guarantor shall, irrevocably and personally guarantee performance of this Agreement in its entirety relative to the duties and obligations of Buyer, including, without limitation, with respect to the Notes and the Deed of Trust, and personally agrees that this Agreement shall be binding on him as if he were the Buyer. Buyer agrees to execute a Continuing and Unconditional Guaranty in the form attached hereto as Exhibit "12" (the "Guaranty").

b. Guarantor, in partial payment of the purchase price of the Property, as referred to in paragraph 4.b., above, shall convey to Seller, at closing, certain real property owned by Guarantor, by Warranty Deed in the form attached hereto as Exhibit "11". Buyer, upon such conveyance to Seller, shall receive a credit against the purchase price in the amount of \$200,000.00. Seller shall immediately list said real property for sale, with the net proceeds of such sale in excess of \$200,000.00 to be credited against amounts owing under the Notes. Net proceeds is defined as the proceeds of sale, net of commissions and closing costs, less an interest factor of ten percent (10%) per annum. This interest factor shall be calculated and applied as follows: Interest at the rate of ten percent (10%) per annum shall accrue on the principal amount of \$200,000.00 from the Closing Date through the date of sale of Guarantor's real property; when said real property is sold, the amount of interest thus accrued shall be deducted from the sale proceeds, together with commission and closing costs, to arrive at a figure for net proceeds. The same exceptions as are set forth on page 1, subparagraphs a. and b., of the Notes shall apply with respect to waiver or reduction of this interest factor. Until

April 1, 1991, Seller shall not sell said real property for an amount which will generate gross sale proceeds in an amount less than \$250,000.00, without the prior written consent of Buyer. After April 1, 1991, there shall be no restriction upon Seller's ability to sell said real property.

Guarantor shall be entitled to remain in possession of said real property until April 1, 1991, or the closing date for the sale of said real property, whichever first occurs. Guarantor, during any period of his possession and/or occupancy of said real property, shall be responsible for payment of all costs and expenses thereof, including insurance, taxes, assessments, repair and maintenance. Seller and Guarantor shall cooperate with respect to either obtaining or continuing insurance upon said real property, and Guarantor shall prepay the premium therefore, through April 1, 1991, which prepayment shall be made at closing.

c. Seller and Guarantor have previously entered into an agreement with respect of the purchase by Seller from Guarantor of certain golf course maintenance equipment, as described in Exhibit "13", attached hereto and incorporated herein by this reference. Seller shall not be required to make any payment to Guarantor for this equipment. Further, Guarantor, as additional security for performance of the guarantee herein made, shall grant Seller a security interest in said equipment and agrees to execute such security agreements and financing statements as Seller shall reasonably require.

d. Guarantor shall apply for and cooperate with Seller in obtaining, if possible, a policy of Credit Life Insurance, with Guarantor as the insured, and with Seller as beneficiary. Such insurance policy shall be on such terms, and with such carrier as are acceptable to Seller. Such policy shall be at Seller's expense.

e. Guarantor, as additional security for the performance of Guarantor's obligations under this Agreement and the Guaranty, shall pledge his shares of stock in Buyer, and agrees to deliver to Seller on the Closing Date a Pledge Agreement in the form attached hereto as Exhibit "14" (the "Pledge") together with the certificates of stock described therein.

14. Tennis Facility.

a. Buyer is the owner/operator of The Tennis Club, an indoor-outdoor tennis facility located at the Alpenrose Hotel in Ketchum, Idaho. Guarantor is the president of Buyer, a for profit organization. Buyer is presently offering exclusive memberships to the Tennis Club. All membership sale proceeds shall be placed in an escrow account, as designated and as is mutually acceptable to both Seller and Buyer, subject to the following conditions: (i) prior to withdrawal of any proceeds from this account, The Tennis

Club must be substantially completed and open for business; (ii) Buyer shall pledge the first \$350,000.00 of these escrowed proceeds to Seller as security for payment and performance under this Agreement; (iii) upon the occurrence of the conditions for withdrawal under (i), Seller shall be entitled to immediate payment of the escrowed proceeds, up to \$350,000.00; and (iv) if, upon payment to Seller under (iii), the escrowed proceeds are exhausted, but are in an amount less than \$350,000.00, all future membership sale proceeds shall be paid over immediately upon receipt to Seller up to the amount of \$350,000.00. Until the Notes and the Bridge Loan described in subparagraph e., below, are paid in full, two-thirds of membership sale proceeds in excess of \$350,000.00 shall be paid to Seller and one-third to Buyer. Membership sale proceeds shall be applied as follows: first, to the repayment of the Bridge Loan (as defined in subparagraph e., below); second, to the repayment of the \$50,000.00 Note referred to in paragraph 4, above; and third, to the repayment of amounts due under the \$900,000.00 Note referred to in paragraph 4, above. Buyer hereby grants to Seller a security interest in said membership sale proceeds and in the proceeds from the sale, transfer, assignment or other disposition of Buyer's Lease Agreement with Alpenrose, Inc., and agrees to execute such pledge documents, security agreements and financing statements as Seller shall reasonably require. Seller shall not be obligated in any manner whatsoever with respect to any liability or obligation Buyer might have arising out of or in any way connected with The Tennis Club, including, without limitation, any liability or obligation Buyer might owe any purchaser of a membership, including, without limitation, as may arise under Buyer's Offering Memorandum for The Tennis Club. Seller's interest in The Tennis Club is strictly limited to that of holding a security interest as aforesaid to secure the payment of money and the performances required of Buyer and/or Guarantor under this Agreement. Guarantor shall cooperate as may be required to effectuate the granting and perfection of the security interest as aforesaid. Buyer shall furnish to Seller the same information it provides to Alpenrose, Inc. pursuant to its Lease Agreement with Alpenrose, Inc. together with such additional information regarding its membership sales as may be requested by Seller.

b. Buyer and/or Guarantor, in good faith and with best efforts, shall immediately apply for a loan from the Small Business Administration ("SBA") in the minimum amount of \$500,000.00, the full proceeds of which shall be applied in payment of the Notes. Seller agrees to subordinate up to \$200,000.00 of its security interest in the Real Property, to the lien of a deed of trust or other security instrument granted in favor of the SBA, provided application of the proceeds in payment, as set forth above, is made, and provided that the Notes have been reduced in principal balance by at least ~~\$450,000.00~~.

to \$700,000.00

c. Seller shall loan to Guarantor \$100,000.00 ("Bridge Loan") which amount shall be used exclusively for payment of the

cost of labor and material necessary for completion of The Tennis Club according to the plans and specifications approved by Seller. Guarantor's obligation to repay the Bridge Loan shall be evidenced by a Promissory Note in the form attached hereto as Exhibit "15" ("Bridge Loan Note"), and secured by Buyer's membership sales proceeds. On the Closing Date, Guarantor shall execute a Security Agreement to Seller in the form attached hereto as Exhibit "16". Guarantor's obligation under the Bridge Loan Note shall also be secured by a pledge of Guarantor's stock in Buyer. The Stock Pledge Agreement shall be in the form attached hereto as Exhibit "14".

15. Warranties. All warranties, representations, covenants, obligations and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith and shall survive the Closing hereunder and all performances in accordance with this Agreement.

16. Further Assurances. Seller will, whenever and as often as it shall be requested so to do by Buyer, and Buyer will whenever and as often as it shall be requested so to do by Seller, execute and acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

17. Successors and Assigns. 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.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at the closing conference, shall be in writing and personally delivered or sent by registered or certified mail as follows:

If to the Seller, to: Seaboard Idaho, Inc.
Two Stamford Landing
Southfield Avenue
Stamford, Connecticut 06902

If to the Buyer, to: Sutton, Sellgren & Sellgren, Inc.
Post Office Box 2810
Sun Valley, Idaho 83353

If to Guarantor, to: David M. Sellgren
Post Office Box 2810
Sun Valley, Idaho 83353

Notice shall be deemed to have been given forty-eight (48) hours after the same has been deposited in any United States Mail post office box in the state to which the notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above.

The addresses and addressees for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or provided herein if written notice of change has been sent or received, shall not be deemed to continue in effect for all purposes hereunder.

19. Assignment. Except as otherwise expressly provided in this Agreement, and notwithstanding paragraph 17, above, neither Buyer nor Guarantor shall be entitled to assign any right, title, interest or obligation arising under this Agreement or any other document or instrument referred to herein, nor shall they be entitled to execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Property or any interest therein, nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Property or any interest therein, without the prior consent of Seller. Any right, title, interest or obligation of Seller arising under this Agreement or any other document or instrument referred to herein, shall be freely assignable, without prior notice.

20. Miscellaneous Provisions.

a. This Agreement contains the entire agreement between the parties respecting the matters herein set forth, and supersedes all prior agreements between the parties hereto respecting such matter.

b. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties. The parties agree facsimile signatures shall have the same effect as original signatures.

c. The paragraph headings contained herein are for purposes of identification only, and shall not be considered in construing this Agreement.

d. This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho and in the event of

any dispute arising hereunder, it is agreed that exclusive venue shall be in a court of competent jurisdiction in Blaine County, Idaho.

e. In the event any dispute between the parties should result in litigation, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

f. This Agreement may be modified, amended or supplemented only in a writing signed by all of the parties.

g. All exhibits attached to this Agreement are incorporated herein by this reference thereto.

h. TIME AND THE PROMPT PERFORMANCE OF EACH AND EVERY TERM, COVENANT AND CONDITION OF THIS AGREEMENT IS MATERIAL AND OF THE ESSENCE. PERFORMANCE MEANS COMPLIANCE THAT IS FULL AND TO THE LETTER OF THIS AGREEMENT; SUBSTANTIAL COMPLIANCE WILL NOT BE SUFFICIENT.

EXECUTED the day and year first above written.

SEABOARD IDAHO, INC.,
an Idaho corporation

By: Brian M. McCoy
BRIAN M. MCCOY, President

SUTTON, SELLGREN & SELLGREN, INC.,
a Nevada corporation

By: David M. Sellgren
DAVID M. SELLGREN,
President

David M. Sellgren
DAVID M. SELLGREN, individually

a:seaboard.agr

Order No. 16400

RECEIVED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

MAY 02 1991

Lawson & Peebles
Post Office Box 297
Ketchum, Idaho 83340
Attention: Edward A. Lawson, Esq.

Department of Water Resources
Southern Region Office

(Space Above This Line For Recorder's Use)

CORPORATION WARRANTY DEED

SEABOARD IDAHO, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Idaho, Grantor, hereby grants, bargains, sells and conveys unto SUTTON, SELLGREN & SELLGREN, INC., whose current address is Post Office Box 2810, Sun Valley, Idaho, 83353, hereinafter called the Grantee, the following described real estate situated in Blaine County, Idaho, to wit:

Block 11, 14, 16 and 18 of BIGWOOD P.U.D. SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 270981, records of Blaine County, Idaho.

AND

Blocks 12, 13, 17A, 17B, 21 and 22 of AMENDED BIGWOOD P.U.D. SUBDIVISION BLOCKS 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, according to the official plat thereof, recorded as Instrument No. 289785, records of Blaine County, Idaho.

SUBJECT TO:

1. Liens for taxes and assessments not yet due and payable;
2. Reservations and exceptions in any patents from the United States or any patent or deed from the State of Idaho;
3. Building and zoning ordinances and regulations;
4. Covenants, conditions, rights-of-way, easements, restrictions and other matters of record as disclosed by the

records of Blaine County, Idaho;

5. Any facts which an inspection or correct survey would disclose; and

6. The restriction that Grantee, its successors and assigns shall not make any additions or changes to or modifications of the waterways located on or near the described real estate, including, without limitation, the ponds, lakes, streams, watercourses, pumps, pipes and related systems and components, without the prior written consent of Grantor, its successors and assigns (until Grantor releases this restriction as to Grantor), and the Bigwood Property Owners' Association, Inc.

TO HAVE AND TO HOLD, the said premises, and their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. Grantor, for himself and his heirs and assigns, does hereby covenant to and with the said Grantee, his heirs and assigns, that (1) the Grantor is the owner in fee simple of said premises; (2) Grantor has the right to convey the premises; (3) the premises are free from all liens and encumbrances except as above described; (4) Grantor warrants and will defend the quiet and peaceable possession of the premises by the Grantee, his heirs and assigns forever, against all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President.

DATED this 10 day of December, 1990.

SEABOARD IDAHO, INC.

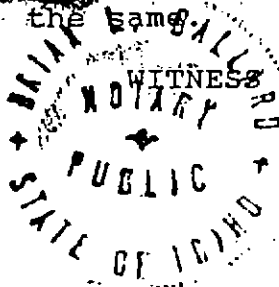
By:

Brian M. McCoy
BRIAN M. McCoy, President

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

On this 10th day of December, 1990, personally appeared BRIAN M. McCOY, known to me or identified to me to be the President of Seaboard Idaho, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed

the same.
WITNESS my hand and official seal.



[Signature]
Notary Public for Idaho
Residing at [Signature]

a:seaboard.dee

STATE OF IDAHO }
COUNTY OF BLAINE. }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF Sawtooth Title Co., Inc.
AT 3:43 O'CLOCK P.M.
12-10, A. D. 19 90
RECORDED IN BOOK _____ ON PAGE _____
OF Deeds
Mary Queen
BY pl EX-OFFICIO RECORDER
FEE \$ 9.00 DEPUTY _____