

MAY 08 2009

L. W. and Barbara J. Ragains

John Lindley

In Re SRBA

Case No. 39576

RELEASE AND SETTLEMENT AGREEMENT - Page 1

1. Agreement to Pay and Release. Troost hereby agrees to pay Lindley a sum of twenty four thousand dollars (\$24,000.00), Lindley hereby agrees to forever release and quitclaim any and all right title and interest in and to Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146 and the associated well and the parties hereby agree to the full and final settlement of contested and disputed claims in Snake River Basin Adjudication ("SRBA") Subcase Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146.
2. Payment. Troost agrees to deliver the sum of TWENTY-FOUR THOUSAND AND NO/100 (\$24,000) (the "Payment") in the form of a certified check to Crystal Shifflett, Fidelity National Title Company of Idaho, 8665 W. Emerald St., Suite 200, Boise, Idaho 83704 ("Escrow Agent"), within seven (7) days after the effective date of this Agreement, to be deposited in and released from an interest-bearing account pursuant to the escrow instructions of paragraph 6 herein.
3. Deeds. Lindley agrees to execute and have notarized a quitclaim deed (the "Troost Deed"); in the form of Exhibit A hereto, relinquishing any and all right, title and interest in and to Water Right No. 63-33146 and the associated well to Troost and to deliver such deed to the Escrow Agent within seven (7) days after the effective date of this Agreement to be held and delivered pursuant to the escrow instructions of paragraph 6 herein. Lindley further agrees to execute and have notarized a quitclaim deed (the "Ragains Deed"), in the form of Exhibit B hereto, relinquishing any and all right, title and interest in and to Water Right No. 63-33145 to the Ragains and to deliver such deed to the Escrow Agent within seven (7) days after the effective date of this Agreement to be held and delivered pursuant to the escrow instructions of paragraph 6 herein.
4. Water Right Transfer. The parties acknowledge that Troost's use of Water Right No. 63-33146 on its property will require Idaho Department of Water Resources ("IDWR") approval of an Application for Transfer of Water Right. Troost agrees to prepare an Application for Transfer to change the place of use of Water Right No. 63-33146 ("Transfer Application"). Troost shall file the Transfer Application with IDWR along with the associated filing fee within thirty (30) days after the

effective date of this Agreement. Lindley and the Ragains agree to cooperate as necessary for approval of the Transfer Application in all administrative and judicial proceedings. For purposes of this Agreement, "final approval" shall mean approval of the Transfer Application on terms and conditions that are acceptable to Troost after all administrative and judicial remedies are exhausted. The parties agree to mutually seek an SRBA Court stay of SRBA Subcase No. 63-33146 pending IDWR processing of the Transfer Application. However, the parties shall encourage and allow SRBA Subcase Nos. 63-8700, 63-33040, 63-33041, and 63-33145 to be partially decreed by the SRBA Court as described in Exhibit C hereto (SRBA Special Master's Report and Recommendation for Water Right Nos. 63-33041 and 63-08700 dated October 15, 2008 and SRBA Notice of Completed Administrative Proceeding for Water Right 63-33040 -Split into 63-33145 and 63-33146- dated February 2, 2009) as soon as possible. Lindley agrees to withdraw any Objections from Subcase Nos. 63-8700, 63-33040, 63-33041 and 63-33145 and to take whatever other steps the SRBA Court deems necessary for these Subcases to proceed to partial decree in the SRBA with the elements described in Exhibit C hereto as soon as possible.

5. SRBA Standard Form 5. Within fourteen (14) days of notification of final approval of the Transfer Application, the Ragains, Troost and Lindley agree to execute and file with the SRBA Court, an SRBA Standard Form 5 document for Subcase No. 63-33146, substantially in the form of Exhibit D with Troost as the water right owner and with whatever other revisions are necessary to conform the Standard Form 5 to the terms of the final approval of the Transfer Application.
6. Escrow Agent and Instructions. The parties hereby appoint Crystal Shifflett, Fidelity National Title Company of Idaho, 8665 W. Emerald St., Suite 200, Boise, Idaho 83704 as the Escrow Agent to hold and release the Payment and the quitclaim deeds pursuant to the following instructions and any additional written instructions signed by the parties hereto and provided to the Escrow Agent. Troost and Lindley shall share equally the Escrow Agent's fee.
 - a. The Payment, together with any interest accrued thereon, shall be released

to Lindley only upon: (1) a final SRBA Partial Decree is issued by the SRBA Court for Water Right No. 63-33146 in substantial conformance with the Standard Form 5 in Exhibit D hereto; (2) all periods for judicial appeal of the SRBA Partial Decrees for Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145, and 63-33146 have passed without an appeal having been filed, and (3) Escrow Agent's receipt of written approvals by Troost and the Ragains that the terms and conditions of the final SRBA Partial Decrees for Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145, and 63-33146 are all acceptable and that the applicable periods of appeal for these Partial Decrees have all passed. Troost's and the Ragains' written approvals (or disapproval, if applicable) shall be provided in writing to Escrow Agent within seven (7) days after expiration of the last applicable judicial period for appeal. Upon receipt of both the Ragains' and Troost's written approvals, Escrow Agent shall release the Payment and accrued interest thereon to Lindley. The quitclaim deeds shall be recorded and released to Troost and the Ragains, respectively, upon release of the Payment and all accrued interest to Lindley.

b. If the stay of SRBA Subcase No. 63-33146 is not allowed, if the Transfer Application is not approved, if the Transfer Application is approved on conditions unacceptable to Troost, if any of the Partial Decrees are disapproved by Troost or the Ragains, or if any of the Partial Decrees are appealed, the escrow shall terminate pursuant to paragraph 6(c) below, unless extended by the parties by mutual written agreement.

c. Upon termination of the escrow, the Escrow Agent shall release immediately the Payment, together with any accrued interest earned thereon, to Troost pursuant to written instructions to Escrow Agent, and shall return the quitclaim deeds to Lindley. Upon release of the Payment to Troost and return of the quitclaim deeds to Lindley, this Agreement shall terminate. The parties may, by mutual written agreement and written notification to the Escrow Agent, extend the term of the escrow.

7. Representations, Warranties, and Covenants. The parties hereby represent and warrant to and covenant that:
- a. They each have full right, power, and authority to execute and deliver this Agreement and to consummate the transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any other parties, and this Agreement, when executed and delivered, will constitute a valid and binding agreement, enforceable against each of them in accordance with its terms.
 - b. To each of the parties' actual knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, or threatened against them.
 - c. Lindley represents that he is the sole owner of the 24 acre place of use described on Exhibit C hereto for Water Right No. 63-33146 and that he has not granted any person, firm or corporation or other entity any right or option to acquire those 24 acres, or any part thereof.
 - d. Lindley has not granted and will not grant any other person, firm or corporation or other entity any right or option to acquire or any other interest in Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146, or any part thereof.
 - e. Each of the parties' representations and warranties shall survive indefinitely.
 - f. Upon the release of the Payment and the quitclaim deeds pursuant to paragraph 6(a) above, the Ragains relinquish any claims of unjust enrichment they may have against Lindley in connection with Water Right No. 63-8700, any water rights split from Water Right No. 63-8700 or the associated well.
8. Notice Prior to Enforcement. Before any party files a new action to enforce any of the terms hereof, such party shall first provide all the other parties with thirty (30) days prior written notice. The parties agree that the purpose of said notice is to give the parties a reasonable opportunity to address any alleged deficiencies in performance which prompted the notice.

9. Entire Agreement. Plaintiffs declare and represent that no promise, inducement or agreement not expressed herein has been made and that this Release and Settlement Agreement contains the entire agreement between and among the parties hereto. This Release and Settlement Agreement represents the full and complete meeting of the minds of the parties hereto, and it is not altered, amended, modified or varied by any prior or contemporaneous oral or written terms. Furthermore, the parties are fully informed in this matter and this Release and Settlement Agreement is made and entered into of their own free will, voluntarily, and without coercion or duress.
10. Assignments or Modifications. Any assignments of or modifications to this Agreement must be in writing and signed by all parties hereto.
11. Governing Law. The terms of the Release and Settlement Agreement are contractual in nature and not mere recitals. This Release and Settlement Agreement is entered into in the State of Idaho and shall be enforced in accordance with its laws.
12. Cooperation. The parties agree to cooperate fully and execute any and all supplemental documents and to take any and all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.
13. Counterparts. This Release and Settlement Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Release and Settlement Agreement.
14. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.
15. Breach. In the event of a breach of any of the covenants, conditions and agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, whether by suit or otherwise. All remedies specifically set forth herein are cumulative and shall be deemed to be in addition to any remedies

otherwise available at law or in equity, including the right to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Agreement and the right to obtain a decree of specific performance of any of such terms, covenants or conditions, it being agreed that the remedy at law for breach of any of such terms, covenants or conditions may not be adequate.

16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties, and their respective administrators, executors, partners, officers, directors, members, legal representatives, heirs, devisees, successors and assigns.
17. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
18. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any remaining portions thereof or any other provision.
19. Non-Waiver. No delay or failure of a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute waiver of that or any other right, unless otherwise expressly provided herein. No express or implied consent to or waiver of any breach or default by a party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or the failure to act of any of the other parties or to declare such failure continuous shall not constitute a waiver of such party's rights hereunder.
20. Effective date. This Agreement shall be effective only upon execution by all parties. The effective date shall be the date of the last execution.
21. Notices. All notices, demands or requests provided for in this Agreement shall be deemed to have been properly given or served upon a party or its permitted assignee three (3) days after depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, at the addresses

set forth in Exhibit C hereto. By giving to the other party at least thirty (30) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right at any time during the term of this Agreement to change their respective addresses, and shall have the right to specify any other address within the United States of America.

IN WITNESS WHEREOF, Troost, the Ragains and Lindley have executed this Agreement on the date(s) set forth below.

Date: 5/5/09

TROOST FAMILY LIVING TRUST

By: [Signature]
Greg Troost
Its Trustee

JOHN R. LINDLEY

Date: _____

L. W. RAGAINS

Date: 5-5-09

[Signature]

BARBARA J. RAGAINS

Date: 5-5-09

[Signature]

set forth in Exhibit C hereto. By giving to the other party at least thirty (30) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right at any time during the term of this Agreement to change their respective addresses, and shall have the right to specify any other address within the United States of America.

IN WITNESS WHEREOF, Troost, the Ragains and Lindley have executed this Agreement on the date(s) set forth below.

TROOST FAMILY LIVING TRUST

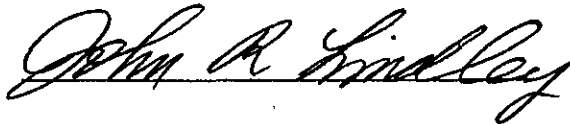
Date: _____

By: _____

Greg Troost
Its Trustee

JOHN R. LINDLEY

Date: 5-5-09



L. W. RAGAINS

Date: _____

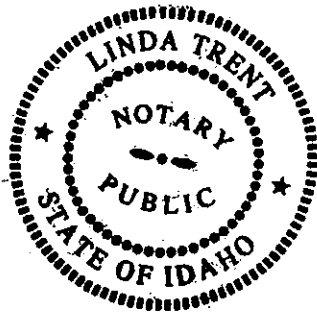
BARBARA J. RAGAINS

Date: _____

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of MAY, 2009, before me, the undersigned Notary Public, personally appeared Greg Troost, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trustee of the Troost Family Living Trust and acknowledged to me that he executed the same as such Trustee of the Troost Family Living Trust.

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



Linda Trent
Notary Public for the State of Idaho
Residing at Parna ID.
My Commission Expires: 10/3/2009

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared Greg Troost, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trustee of the Troost Family Living Trust and acknowledged to me that he executed the same as such Trustee of the Troost Family Living Trust.

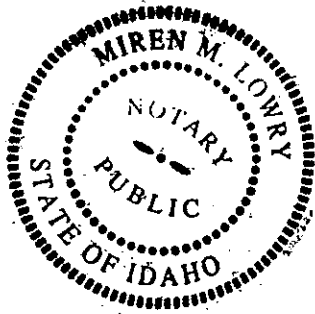
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Owyhee)

On this 5 day of May, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

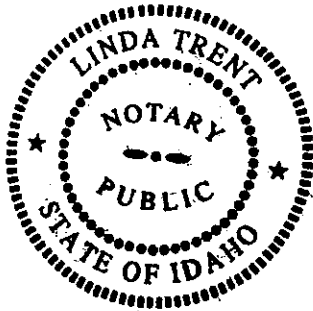


Miren M. Lowry
Notary Public for the State of Idaho
Residing at 26700 McKay Rd
My Commission Expires: 3/9/2010

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of May, 2009, before me, the undersigned Notary Public, personally appeared L. W. Ragains, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

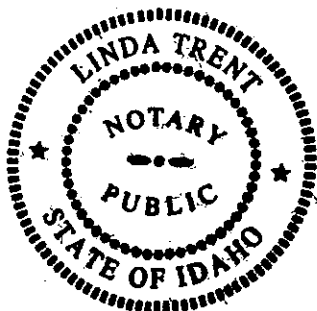


Linda Trent
Notary Public for the State of Idaho
Residing at Parma, ID.
My Commission Expires: 10/3/2009

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of May, 2009, before me, the undersigned Notary Public, personally appeared Barbara J. Ragains, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



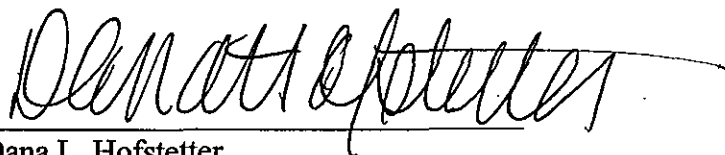
Linda Trent
Notary Public for the State of Idaho
Residing at Parma
My Commission Expires: 10/3/2009

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of May, 2009, I caused to be served copies of the foregoing **Release and Settlement Agreement** with exhibits by U.S. Mail postage pre-paid to the following:

IDWR Director
P.O. Box 83720
Boise, ID 83720-0098

Jon C. Gould
Ringert Law Chartered
P.O. Box 2773
Boise, Idaho 83701-2773

A handwritten signature in dark ink, appearing to read "Dana L. Hofstetter", written over a horizontal line.

Dana L. Hofstetter

E:\4090.1\8573

QUITCLAIM DEED
FOR WATER RIGHT AND WELL

FOR VALUE RECEIVED, John R. Lindley, a single man, the Grantor, does hereby convey, release, remise and forever quitclaim unto Greg Troost as Trustee of the Troost Family Living Trust, the Grantee, whose address is 30540 Sabin Road, Parma, Idaho 83660, all of Grantor's right title and interest in and to Idaho Water Right No. 63-33146 (formerly a portion of Water Right Nos. 63-8700 and 63-33040) and the associated well (point of diversion) which are both more particularly described, as of the date of execution of this deed, in Exhibit A that is attached hereto and by this reference is made apart hereof.

IN WITNESS WHEREOF, this deed was executed by the undersigned on the _____ day of _____, 2009.

John R. Lindley

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____



12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146

NAME AND ADDRESS: JOHN R LINDLEY
29453 GOTSCH RD
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NE1/4 Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01

SWNE 18.00

T05N R05W S01

SENE

6.00

24 ACRES TOTAL

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

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



QUITCLAIM DEED
FOR WATER RIGHT

FOR VALUE RECEIVED, John R. Lindley, a single man, the Grantor, does hereby convey, release, remise and forever quitclaim unto L. W. and Barbara J. Ragains, husband and wife, the Grantees, whose address is 29392 Sabin Road, Parma, Idaho 83660, all of Grantor's right title and interest in and to Idaho Water Right No. 63-33145, formerly a portion of Water Right Nos. 63-8700 and 63-33040, which is more particularly described in Exhibit A that is attached hereto and by this reference is made a part hereof.

IN WITNESS WHEREOF, this deed was executed by the undersigned on the _____ day of _____, 2009.

John R. Lindley

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____



12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33145
NAME AND ADDRESS: BARBARA J RAGAINS
29392 SABIN
PARMA ID 83660
L W RAGAINS
29392 SABIN
PARMA ID 83660

SOURCE: GROUND WATER
QUANTITY: 1.660 CFS
499.50 AFY

TRIBUTARY:

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	1.660 CFS 499.50 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

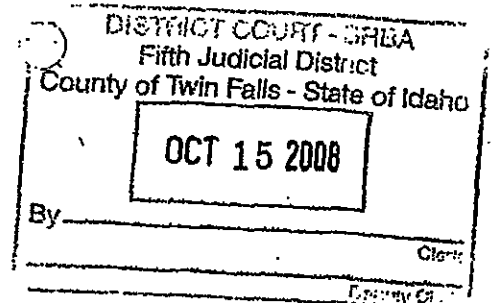
T05N R05W S01 Lot 3 NENW	10.00	T05N R05W S01 Lot 4 NENW	23.00
T05N R05W S01 NENW	40.00	T05N R05W S01 NWSW	38.00

111 ACRES TOTAL

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

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





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

In Re SRBA

Case No. 39576

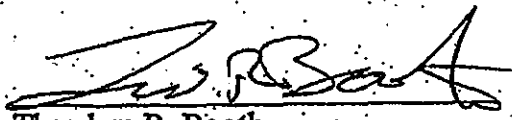
) SPECIAL MASTER'S REPORT
)
) FINDINGS OF FACT AND
) CONCLUSIONS OF LAW
)
) FOR WATER RIGHT 63-33041
)
) SPECIAL MASTER'S REPORT AND
) RECOMMENDATION OF
) DISALLOWANCE FOR WATER RIGHT
) CLAIM 63-08700

A notice of claim was filed for water right 63-08700 pursuant to I.C. § 42-1409. The Director of the State of Idaho Department of Water Resources (IDWR) examined the water system for this reporting area. The *Director's Report* contained a recommendation for the elements of water right 63-08700. Subsequent to the filing of the *Director's Report*, IDWR filed a *Notice of Completed Administrative Proceeding* which split water right 63-08700 into water rights 63-33040 and 63-33041. A hearing on a motion to file a late objection was held in subcase 63-33040 on October 3, 2008. At the hearing, it was determined that water right claim 63-33041 will not be affected by the outcome of contested water right 63-33040, and therefore water right claim 63-33041 can proceed on its own.

II. CONCLUSIONS OF LAW

Therefore based on the file and record herein, IT IS RECOMMENDED that water right 63-33041 be decreed with the elements as set forth in the attached *Recommendation for Partial Decree Pursuant to I.R.C.P. 54(b)*. IT IS FURTHER RECOMMENDED that the SRBA District Court enter a final order disallowing water right claim 63-08700.

Dated Oct 15, 2008


Theodore R. Booth
Special Master
Snake River Basin Adjudication

SPECIAL MASTER'S REPORT
G:\BASIN FOLDERS\MRR\63mrr\33041.doc
10/15/2008

RECEIVED OCT 15 2008
RECEIVED OCT 15 2008

EXHIBIT

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
STATE OF IDAHO, IN AND FOR THE COUNTY OF TETON

DISTRICT COURT - SRBA

Fifth Judicial District

OCT 15 2008

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 63-33041

By

Clerk

Deputy Clerk

NAME AND ADDRESS: TROOST FAMILY LIVING TRUST
GREG TROOST
30540 SABIN RD
PARMA, ID 83660

SOURCE: GROUND WATER

QUANTITY: 0.31 CFS
94.50 AFY

PRIORITY DATE: 04/18/1977

POINT OF DIVERSION: T05N R05W S01 LOT 3 (NENW) Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	0.31 CFS 94.50 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: Irrigation Within Canyon County
T05N R05W S01 LOT 2 (NWNE) 21.0
21.0 Acres Total

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

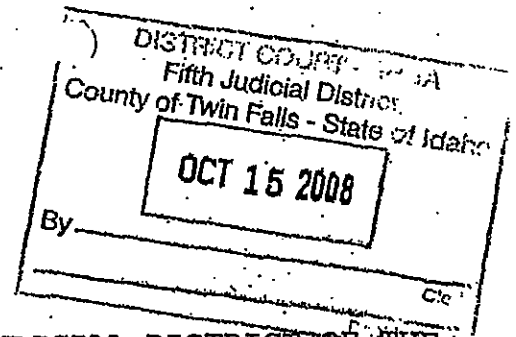
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

RECOMMENDATION

OCT 15 2008

SD



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

In Re SRBA)

Case No. 39576)

NOTICE OF ISSUANCE OF
SPECIAL MASTER'S
RECOMMENDATION

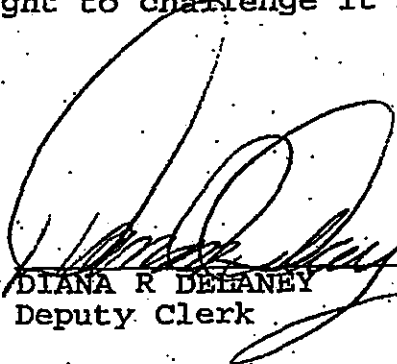
Water Right(s): 63-08700
63-33041

On October 15, 2008, Special Master THEODORE R. BOOTH issued a SPECIAL MASTER'S RECOMMENDATION for the above subcase(s) pursuant to SRBA Administrative Order 1 (A01), Section 13a.

Pursuant to SRBA Administrative Order 1, Section 13a, any party to the adjudication including parties to the subcase, may file a Motion to Alter or Amend on or before the 28th day of the next month.

Failure of any party in the adjudication to pursue or participate in a Motion to Alter or Amend the SPECIAL MASTER'S RECOMMENDATION shall constitute a waiver of the right to challenge it before the Presiding Judge.

DATED October 15, 2008.


DIANA R. DELANEY
Deputy Clerk

NOTICE OF ISSUANCE

PAGE 1
10/15/08

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of

OCT 15 2008

By _____

Deputy

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

In Re SRBA

Case No. 39576

CERTIFICATE OF MAILING

Water Right(s): 63-08700
63-33041

CERTIFICATE OF MAILING

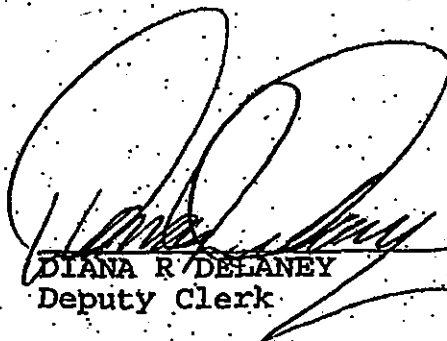
I certify that a true and correct copy of the SPECIAL MASTER'S REPORT, SPECIAL MASTER'S RECOMMENDATION FOR PARTIAL DECREE and NOTICE OF ISSUANCE OF SPECIAL MASTER'S REPORT AND RECOMMENDATION were mailed on October 15, 2008, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

BARBARA J. RAGAINS
L W RAGAINS
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702
Phone: 208-424-7800

TROOST FAMILY LIVING TRUST
GREG TROOST
30540 SABIN RD
PARMA, ID 83660

CERTIFICATE OF MAILING


DIANA R. DELANEY
Deputy Clerk

PAGE 1
10/15/08

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

In Re SRBA

Case No. 39576

) Water Right: 63-33040 (Split)
) into 63-33145 and 63-33146
)

) NOTICE OF COMPLETED
) ADMINISTRATIVE
) PROCEEDING

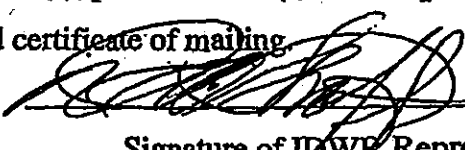
IDWR has completed the following administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party
- ☒ Split of water right ☒ Change in ownership
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water right listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: Feb 2, 2009


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 2/4, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

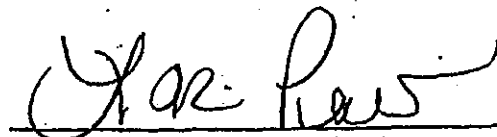
3. Copies to all parties to the subcase:

John R. Lindley
29453 Gotsch Rd.
Parma, ID 83660

L.W. and Barbara Ragains
29392 Sabin
Parma, ID 83660

Jon C. Gould
Ringert Law Chtd.
P.O. Box 2773
Boise, ID 83701-2773

Dana L. Hofstetter
Hofstetter Law Office
608 W. Franklin St.
Boise, ID 83702



Signature of person mailing this document

12/26/2008

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

RIGHT NUMBER: 63-33040

SPLIT RIGHT: SEE RIGHT NOS. 63-33145 and 63-33146.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
63-33040	BARBARA J RAGAINS 29392 SABIN PARMA ID 83660 L W RAGAINS 29392 SABIN PARMA ID 83660	Disallowed	Recommended as Right Nos. 63-33145 & 63-33146

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33145
NAME AND ADDRESS: BARBARA J RAGAINS
29392 SABIN
PARMA ID 83660
L W RAGAINS
29392 SABIN
PARMA ID 83660

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 1.660 CFS
499.50 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NE1/4 Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
----------------	---------------	----------

IRRIGATION	03/15 11/15	1.660 CFS 499.50 AFY
------------	-------------	-------------------------

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01 Lot 3 NE1/4	10.00	T05N R05W S01 Lot 4 NW1/4	23.00
T05N R05W S01	NESW 40.00	T05N R05W S01	NWSW 38.00

111 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 63-33040.

This right is a split from former right 63-8700.

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

Right No. 63-9110 is also diverted through point of diversion described above.

Use of this right is combined with water from Black Canyon Irrigation District.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146

NAME AND ADDRESS: JOHN R LINDLEY
29453 GOTSCH RD
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01

SWNE 18.00

T05N R05W S01

SENE 6.00

24 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Use of this right is combined with water from Black Canyon Irrigation District.

Right No. 63-9110 is also diverted through point of diversion described above.

This right is a split from former right 63-8700.

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

This right is a split from former right 63-33040.

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

In Re SRBA

Case No. 39576

Subcase No. 63-33146

STANDARD FORM 5

STIPULATED ELEMENTS OF A
WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT(s):

OBJECTOR:

Barbara J. Ragains

John R. Lindley

L.W. Ragains

Greg Troost, Trustee
Troost Family Living Trust

Dana L. Hofstetter
Attorney for Claimants

Date

John C. Gould
Attorney for Objector

Date

IDWR Concurrence:

STANDARD FORM 5 – Water Right No. 63-33146



Jan Shurte Date
Water Rights Supervisor

Nicholas B. Spencer Date
Deputy Attorney General
Attorney for IDWR

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146
NAME AND ADDRESS: Troost Family Living Trust, Greg Troost
30540 Sabin Road
PARMA ID 83660

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE:

IRRIGATION in CANYON County.

Location to be determined by Troost Transfer

24 ACRES TOTAL

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

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

CERTIFICATE OF MAILING

I certify that on _____, 2009, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

CLERK OF THE DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
253 THIRD AVENUE NORTH
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

2. Copies to:

BARBARA J. RAGAINS
L W RAGAINS
TROOST FAMILY LIVING TRUST
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702
Phone: 208-424-7800

JOHN R LINDLEY
Represented by:
JON C. GOULD
RINGERT CLARK CHARTERED
P.O. BOX 2773
BOISE, ID 83701

DIRECTOR OF IDWR
P.O. BOX 83720
BOISE, ID 83720-0098

Signature of person or attorney mailing form