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DEPARTMENT OF
WATER RESOURCES

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Attorneys for Black Mesa Farms, LLC

**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 Nos. 2-103 and 2-10300

**AFFIDAVIT OF
WESLEY R. WOOTAN**

State of Idaho)
) ss.
County of Ada)

WESLEY R. WOOTAN, being first duly sworn upon oath, deposes and states:

1. I currently am the president of Wootan Investments, Inc, an Idaho corporation. Wootan Investments, Inc. is a member of Black Mesa Farms L.L.C., an Idaho limited liability company, which is the claimant of Water Right 2-103 and an objector in the above-named subcase.
2. I make this affidavit based on my own personal knowledge. All exhibits attached to this Affidavit are true, correct and complete copies of the documents represented to be contained therein.
3. In May of 1989, I and my wife Christine Wootan entered into an agreement with The Nature Conservancy ("TNC") by which we would acquire fee title by patent from the United States Department of Interior, Bureau of Land Management ("United States") to approximately

4,097.57 acres of land in Elmore County, Idaho (the "Black Mesa Property"), which we intended to operate as an irrigated farm. TNC in turn had entered into an exchange agreement with the United States by which TNC was entitled to acquire the Black Mesa Property, but pursuant to that agreement TNC had designated that I and my wife would take title to the Black Mesa Property by federal patent issued directly to us.

4. These exchange transactions closed with respect to the Black Mesa Property on October 12, 1990, with a patent being issued to us by the United States. A copy of the patent we received, conveying the Black Mesa Property "with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging" is attached as Exhibit A.

5. A revised patent was given to Black Mesa by the United States in 2005 to remove a condition in the 1990 patent prohibiting irrigation of certain described acreages within the Black Mesa Property. The 1990 patent restriction was removed in the 2005 patent because in the interim, Black Mesa had implemented best management practices in its farming operations to correct significant erosion problems that resulted when the lands were originally irrigated under the desert land entries. A copy of the 2005 patent is included with Exhibit A.

6. On October 16, 1990 my wife and I conveyed the Black Mesa Property by warranty deed to Wootan Bryant Partnership, a general partnership consisting of ourselves and Don J. Bryant and Brenda Bryant. The interests of the Wootan Bryant Partnership, including the interests in the Black Mesa Property, now are held by Black Mesa Farms, L.L.C. , whose members are Wootan Investments, Inc and Bryant Properties LLC. Wootan Investments, Inc. and Bryant Properties, LLC are family-owned businesses. The Wootans, the Bryants and their subsequently formed entities holding the Black Mesa Property are referred to hereinafter, collectively, as "Black Mesa").

7. The Black Mesa Property is a portion of what I refer to as the Black Mesa Project. The Black Mesa Project involved desert land entries by numerous people, who sought to acquire title to tracts of public lands by bringing them under irrigation to raise agricultural crops. These people put together their individual 320-acre tracts into a single large project. I believe that they also had various agreements and arrangements for the construction of irrigation facilities to reclaim all of the tracts that made up the Black Mesa Project. My understanding is that the

Cottonwood Mutual Canal Company ("Cottonwood") had been formed by these entrymen to appropriate the water and construct the irrigation system on their behalf.

8. The irrigation system that was constructed delivered water from a pumping plant on the Snake River through pipelines to the lands in the Black Mesa Project, including the lands acquired by Black Mesa from the United States.

9. Prior to my becoming involved in acquiring the Black Mesa Property, the United States had cancelled all of the desert land entries under the Black Mesa Project. However, when the Black Mesa Property was patented to me and my wife, the irrigation system, consisting of the river pumping plant, a large penstock and certain mainlines remained in place.

10. In my negotiations with the TNC and the United States and through my due diligence concerning the Black Mesa Property, I was aware that the Idaho Department of Water Resources ("Department") had issued a water right license (No. 2-2209) for the Snake River water to Cottonwood authorizing irrigation of 3,985 acres within the Black Mesa Project. A copy of the license is attached as Exhibit B.

11. I also was aware that Cottonwood was in a dispute with the United States concerning the ownership of water right 2-2209, and so my negotiations concerning the Black Mesa Property also included negotiations beginning in about the summer of 1989 with Mr. Bill Ringert, an attorney who I understood represented Cottonwood.

12. Initially, the United States' position was that it would patent the Black Mesa Property to Black Mesa with a reservation to itself of water right 2-2209 except a portion appurtenant 640 acres. The initial negotiations with Cottonwood were premised on this assumption. However, ultimately the United States determined that it would patent the entire Black Mesa Property without any reservation of the appurtenant water right. The result was that the United States' dispute with Cottonwood concerning ownership of the appurtenant water right, and the opportunity to resolve the water right issue, at least as to the acres that were patented to Black Mesa, was handed off to Black Mesa.

13. Unlike the United States, however, Black Mesa did not have the resources to hire lawyers or to litigate the issue of ownership of water right 2-2209. Several weeks after the patent was issued to Black Mesa, Mr. Ringert called and said he was ready to enter an agreement with

us concerning the water rights. A final written agreement was reached with Cottonwood and certain of the entrymen in December of 1990, a copy of which is attached as Exhibit C (the "1990 Agreement").

14. In January of 1991, the parties exchanged quitclaim deeds ("Deeds") in performance of the 1990 Agreement. Copies of these deeds are attached as Exhibits D and E. Cottonwood and the entrymen also conveyed their interest in approximately 26 percent of the pumping plant base, penstock, and other identified pumping facilities identified in the December 1990 Agreement to Black Mesa.

15. Black Mesa was not represented by counsel in the drafting or review of the 1990 Agreement or the Deeds.

16. The Deed from Cottonwood and the entrymen released all of their claim to, and quitclaimed and assigned to Black Mesa Farms, 12.8 cfs of water right 2-2209 (claimed by and decreed to Black Mesa Farms as 2-2209B). The Deed from Black Mesa released all of its claim to, and quitclaimed and assigned to Cottonwood, the Ringert law firm and the entrymen, 61.3 cfs of water right 2-2209 (claimed by and decreed to Cottonwood as 2-2209A), and it relinquished any claim of Black Mesa to 5.6 cfs of water right 2-2209 appurtenant to federal lands that had not been patented to Black Mesa by the United States. Black Mesa also agreed to execute necessary forms "required for the transfer of all or part of the 61.3 cfs from the property to which it is appurtenant."

17. Once Black Mesa acquired the Black Mesa Property, we took those steps that we understood were required to protect and maintain the appurtenant water rights so we could continue use them in our farming operation.

18. On May 9, 1991 Black Mesa filed a notice of resumption of use with IDWR regarding the 12.8 cfs of water under water right 2-2209B because previously the United States and Cottonwood both had filed applications for extension of time to avoid forfeiture of the water right due to nonuse.

19. On April 17, 1991 Black Mesa Farms filed a claim 2-103 in the SRBA claiming the right to divert 8.54 cfs of water from the Snake River pumping plant to irrigate 426 acres in

Section 14, T6S, R10E, B.M. (the “Section 14 Lands”), which were included in the lands Black Mesa Farms acquired from the United States. A copy of the claim is attached as Exhibit F.

20. The number 2-103 had been assigned to this water right claim by the Department to designate the water right that had been appropriated under 2-2209 and beneficially used on Section 14 Lands, but inadvertently not recognized when water right 2-2209 was licensed.

21. Black Mesa claims ownership of this water right as a continuing appurtenance to the land conveyed to it by federal patent, and unaffected by any agreement to which Black Mesa Farms, or to my knowledge the United States, is a party.

22. At some point not long after Black Mesa filed its claim 2-103 in the SRBA, I and my partner Don Bryant were contacted by Mr. Ringert, who asked to meet with us. Don Bryant and I met with Mr. Ringert, his wife and attorney Charles Honsinger at Mr. Ringert’s house in Hammett, Idaho. At the meeting Mr. Ringert stated that he wanted Black Mesa to give up its claim to the 2-103 water right to Cottonwood.

23. By this time Black Mesa needed and was using all of this water in its farming operation, and so we were not willing to agree that Cottonwood could have water right 2-103.

24. Although ultimately we proposed that Black Mesa might be willing to consider splitting the right with Cottonwood to avoid further conflicts, that proposal was not pursued by Mr. Ringert, nor was it ultimately agreed on, and Black Mesa deems the proposal void.

25. Aside from Mr. Ringert’s verbal demand that Black Mesa give the right to Cottonwood, Cottonwood has never made any further demand or attempted to prevent Black Mesa from diverting water under 2-103, nor to my knowledge has Cottonwood ever attempted to divert the water.

26. Black Mesa has continued to divert all of 2-2209B and 2-103 to irrigation of the Black Mesa Property every year since filing its SRBA claims.

27. Once Black Mesa acquired the Black Mesa Property, it replaced two of the river pumps at the original pump base and began installing new portable and buried mainlines and solid set pipes. It took several years to get the entirety of the farming operation up and running and the water applied to the full authorized number of acres under water rights 2-103 and 2-2209B within the Black Mesa Property.

28. When we replaced our pumps in approximately 1992, we also pulled the Cottonwood pumps and motors because Mr. Ringert had informed us that Cottonwood intended to exercise its right under the 1990 Agreement to salvage them.

29. The Cottonwood pumps and motors were never claimed or salvaged. Nor were any other pumps replaced on the pump base reserved by Cottonwood under the 1990 Agreement, and the only water diverted from the river pump station that I am aware of since Black Mesa has operated the pump station has come through Black Mesa' pumps and been delivered to the Black Mesa Property, or through a pump belonging to our neighbor, Mr. Trail under the Black Mesa water rights for use on Black Mesa Property or under his own water right.

30. With respect to the Section 14 Lands to which 2-103 is appurtenant, Black Mesa has made the following capital expenditures totaling over \$412,000:

a. 6,600' 10" pipe and trenching	\$66,000
b. 5,280' aluminum mainline	\$42,240
c. 284 solid set lines	\$284,000
d. Road development	\$20,000

31. With respect to the Black Mesa Property as a whole, Black Mesa Farms has made capital expenditures of over \$3.5 million as follows:

a. Vehicles	\$95,000
b. Irrigation equipment	\$585,000
c. Tractors	\$308,000
d. Equipment	\$350,000
e. Trucks	\$241,000
f. Buildings	\$1,320,000
g. River pumps	\$400,000
h. Plastic underground pipe	\$250,000

32. The Section 14 Water Rights are integral to the Black Mesa Property as a whole, and comprise approximately forty percent of the available water rights for the Black Mesa Property. The Section 14 Lands' share of the above investments is slightly under \$1,420,000.

33. Annual operating expenditures to farm the Black Mesa Property are approximately \$2,434,000, including over \$500,000 per year in labor costs that are in turn infused into the local economy.

34. From December 1989 to April 1990 Black Mesa had a lease with the United States to prepare ground for farming on 330 acres of the former Black Mesa Project. 320 acres were farmable, and ten acres encompassed a shop and other buildings. In 1990, under a continued lease with the United States, the 320 acres were planted to potatoes and irrigated.

35. In 1991, 320 acres of potatoes and 160 acres of beets were irrigated on the Black Mesa Property.

36. In 1992 640 acres of potatoes and 320 acres of beets were irrigated on the Black Mesa Property.

37. Each year after 1992, Black Mesa has diverted and beneficially used the full quantities of water under rights 2-2209B and 2-103 on at least 1,066 acres within the Black Mesa Property.

38. Black Mesa has never been notified by any governmental agency or court that it could not divert water under its claimed water right 2-103.

39. To my knowledge, administrative basin 2, from which Black Mesa's water rights are diverted is not an organized water district and does not have a watermaster.

40. Because of the nature of the soils and the crops raised, Black Mesa's farming operation is based as seven-year crop and field rotation. This rotation maximizes yields, utilizes the full water rights available and helps conserve the soil and other resources. This rotation is implemented as follows: potatoes – rye – rye – sugar beets – rye- rye- potatoes. Consequently the same acres within the Black Mesa Property are not necessarily irrigated every year, nor are the same crops grown on them every year, and water rights 2-2209B and 2-103 have been applied on different acres within the Black Mesa Property accordingly.

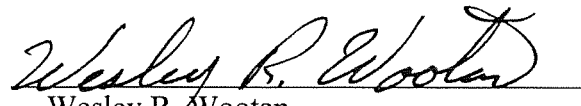
41. Maintaining this crop rotation and the ability to use all of the authorized irrigated acres and diversion rates under 2-2209B and 2-103 is critical to the viability of our farming operation.

42. Because of this crop rotation, in December of 2002 Black Mesa filed a transfer application with the Department to create a 3,971 acre permissible place of use ("ppu") for water rights 2-2209B and 2-103. (3,545 acres of ppu and irrigation of up to 640 acres associated with 2-2209B and 426 acre ppu/irrigation associated with 2-103. That transfer is identified in Department records as Transfer 70343 and remains pending before the Department.

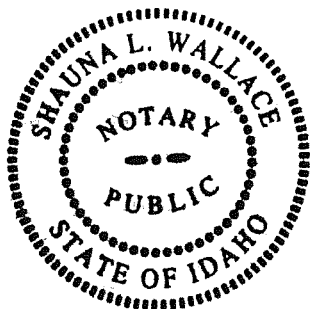
43. The 440 acres that comprise the Section 14 Lands have been and continue to be assessed by Elmore County as irrigated agricultural lands, and Black Mesa has paid all property tax assessments levied on the Section 14 Lands since 1990. A copy of Black Mesa's 2011 tax assessment for the Section 14 Lands is attached as Exhibit G.

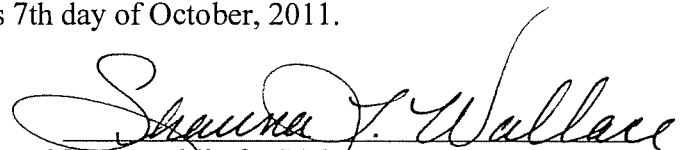
44. Black Mesa has been in exclusive possession of the Black Mesa Property, including the Section 14 Lands since October 12, 1990, and made exclusive use of the water rights 2-103 and 2-2209B except to the extent that some of the Black Mesa Property has been farmed by Mr. Trail, who has raised the sugar beets in the previously described crop rotation program under lease using Black Mesa's water rights.

DATED this 7th day of October, 2011.


Wesley R. Wootan

Subscribed and sworn to before me this 7th day of October, 2011.




Notary Public for Idaho
Residing at Base, Idaho
My Commission expires: 14 Sept 2017

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of October, 2011, Black Mesa Farms, LLC filed and served the foregoing document as indicated below:

ORIGINAL FILED

Clerk of Fifth Judicial District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707
Fax: 208-736-2121

☐ U. S. Mail
☒ Hand Delivered
☐ Overnight Mail
☐ Facsimile
☐ E-mail

SERVICE

Director of IDWR
P.O. Box 83720
Boise, ID 83720-0098
Fax: 208-287-6700

☒ U. S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile
☐ E-mail

Chief of Natural Resource Division
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449
Fax: 208-334-2690

☒ U. S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile
☐ E-mail

United States Department of Justice
Environment & Nat'l Resource Div
550 West Fort Street, MSC 033
Boise, ID 83724

☒ U. S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile
☐ E-mail

Charles L. Honsinger
Daniel V. Steenson
Ringert Law Chartered
PO Box 2773
Boise, ID 83701

☐ U. S. Mail
☒ Hand Delivered
☐ Overnight Mail
☐ Facsimile
☐ E-mail

DATED this 7th day of October, 2011.

Respectfully submitted,

GIVENS PURSLEY LLP

By:



Michael P. Lawrence

IDI-23538

WHEREAS

Wesley R. Wootan and Christine W. Wootan

are entitled to a land patent pursuant to the Act of October 21, 1976
(Section 206, 90 Stat. 2756; 43 U.S.C. 1716), for the following-described
land:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,

sec. 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$;

sec. 2, SE $\frac{1}{4}$ SE $\frac{1}{4}$;

sec. 11, E $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$, and S $\frac{1}{4}$;

sec. 12;

sec. 13, N $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$;

sec. 14, N $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and N $\frac{1}{4}$ SE $\frac{1}{4}$;

sec. 24, NE $\frac{1}{4}$ and N $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 6 S., R. 11 E.,

sec. 6, lot 7;

sec. 7;

sec. 17, W $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$;

sec. 18, lots 1 to 4, inclusive, NE $\frac{1}{4}$,
E $\frac{1}{4}$ W $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$;

sec. 19, lots 1 to 3, inclusive.

Containing 4,097.57 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES,
unto the above named claimants the land above described; TO HAVE AND TO HOLD
the said land with all the rights, privileges, immunities and appurtenances,
of whatsoever nature, thereunto belonging, unto the said claimants, their
successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for
ditches or canals constructed by the authority of the United States. Act of
August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

SUBJECT TO:

1. Those rights for powerline purposes granted to Pacific Power and
Light Company, its successors or assigns, by Right-of-Way No.
IDI-8875A, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

Patent Number 11-91-0001

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EXHIBIT

A

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2. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDBL-056096, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
3. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-017359, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
4. Those rights for canal purposes granted to Glenss Ferry Land and Irrigation Company, its successors or assigns, by Right-of-Way No. IDH-027316, pursuant to the Act of March 3, 1891, as amended (43 U.S.C. 946-949).
5. Those rights for powerline and substation purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-016110, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
6. Those rights for irrigation pipeline purposes granted to Walter Trail, his successors or assigns, by Right-of-Way No. IDI-12250, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
7. Those rights for county road purposes granted to Glenss Ferry Highway District, its successors or assigns, by Right-of-Way No. IDI-20029, pursuant to the Act of July 26, 1866 (14 Stat. 253).
8. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14749, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
9. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14868, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
10. Those rights for petroleum pipeline purposes granted to Chevron Pipe Line Company, its successors or assigns, by Right-of-Way No. IDI-0602, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
11. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-14943, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
12. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-06421, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).

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13. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-2457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
14. Those rights for fiber optic cable purposes granted to Mountain States Telephone and Telegraph Company, its successors or assigns, by Right-of-Way No. IDI-20976, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
15. Those rights for access road and communication site purposes granted to King Hill Irrigation District, its successors or assigns, by Right-of-Way No. IDI-16919, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

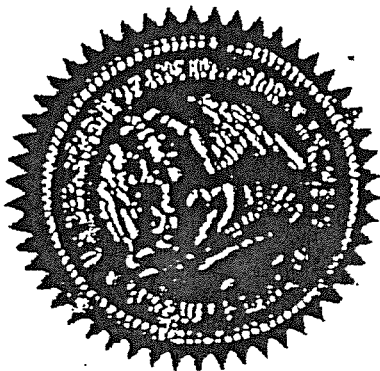
SUBJECT TO THE FOLLOWING:

The patentees, on behalf of themselves, their heirs, assigns and successors in interest, in consideration for receiving title to this property, covenant and agree that the following described lands will not be used for irrigated farming:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,
 - sec. 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 13, N $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 14, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 24, N $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 6 S., R. 11 E.,
 - sec. 6, lot 7;
 - sec. 7, E $\frac{1}{4}$ E $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 - sec. 17, W $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 - sec. 18, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 19, lots 1 to 3, inclusive.



Patent Number 11-91-0001

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (82 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Boise, Idaho
 the TWELFTH day of OCTOBER in the year
 of our Lord one thousand nine hundred and NINETY
 and of the Independence of the United States the two hundred
 and FIFTEENTH

By John Davis
 Deputy State Director for Operations

MICROFILMED

AUG 07 1992

END

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The United States of America
To all to whom these presents shall come, Greeting:

IDI-23538

WHEREAS

Wesley R. Wootan and Christine W. Wootan

are entitled to a land patent pursuant to the Act of October 21, 1976
(Section 206, 90 Stat. 2756; 43 U.S.C. 1716), for the following-described land:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,
Section 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and
SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 2, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 11, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, and S $\frac{1}{2}$;
Section 12;
Section 13, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$;
Section 14, N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 24, NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 6 S., R. 11 E.,
Section 6, lot 7;
Section 7;
Section 17, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Section 18, lots 1 to 4, inclusive, NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$,
N $\frac{1}{2}$ SE $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 19, lots 1 to 3, inclusive.

Containing 4,097.57 acres.

NOW KNOW YE, that there is, therefore, granted by the **UNITED STATES**, unto the above named claimants the land above described; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimants, their successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

Patent No. 11-2006-0005

COPY

SUBJECT TO:

1. Those rights for powerline purposes granted to Pacific Power and Light Company, its successors or assigns, by Right-of-Way No. IDI-8875A, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
2. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDBL-056096, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
3. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-017359, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
4. Those rights for canal purposes granted to Glens Ferry Land and Irrigation Company, its successors or assigns, by Right-of-Way No. IDH-027316, pursuant to the Act of March 3, 1891, as amended (43 U.S.C. 946-949).
5. Those rights for powerline and substation purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-016110, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
6. Those rights for irrigation pipeline purposes granted to Walter Trail, his successors or assigns, by Right-of-Way No. IDI-12250, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
7. Those rights for county road purposes granted to Glens Ferry Highway District, its successors or assigns, by Right-of-Way No. IDI-20029, pursuant to the Act of July 26, 1866 (14 Stat. 253).
8. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14749, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
9. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14868, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
10. Those rights for petroleum pipeline purposes granted to Chevron Pipe Line Company, its successors or assigns, by Right-of-Way No. IDI-0602, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).

11. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-14943, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
12. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-06421, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
13. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-2457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
14. Those rights for fiber optic cable purposes granted to Mountain States Telephone and Telegraph Company, its successors or assigns, by Right-of-Way No. IDI-20976, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
15. Those rights for access road and communication site purposes granted to King Hill Irrigation District, its successors or assigns, by Right-of-Way No. IDI-16919, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

This patent is issued in lieu of Patent No. 11-91-0001, dated October 12, 1990, which has been cancelled to delete a reservation restricting irrigated farming.

(SEAL)

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Boise, Idaho, the fourth day of November in the year of our Lord two thousand and five and of the Independence of the United States the two hundred and THIRTIETH.

By /s/ Jimmie Buxton
Jimmie Buxton
Chief, Branch of Lands, Minerals, Water Rights
Resource Services Division

State of Idaho

WATER LICENSE

Water License No. 30990/02-2209 Priority February 25, 1963 Amount 79.70 c.f.s.

THIS IS TO CERTIFY, that COTTONWOOD CANAL COMPANY
of Oakley, Idaho, made application for a permit to appropriate the public waters of
the State of Idaho, dated February 25, 1963; that Permit 30990/02-2209 was issued pursuant
to said application; that the proposed works were completed on or about May 10, 1965
with a storage/or carrying capacity of 90.24 c.f.s., said works consisting of
pumps, motors, and sprinkler system; and that on July 29, 1965
proof was made to the satisfaction of the State Reclamation Engineer, of the beneficial use of 13,339.33
acre feet per season, with a maximum rate of diversion of 79.70 cubic feet per second of the waters
of Snake River, tributary of Columbia River,
for the purpose of Irrigation from April 1 to October 31;
and for _____ from _____ to _____; and for
_____ from _____ to _____; and that the use
of said waters has been made in accordance with the laws of Idaho, and is hereby confirmed by the State Recla-
mation Engineer and entered in the records of the Idaho Department of Reclamation: the point of diversion is
located in Lot 6 ~~XX~~ XX Sec. 9, T. 6 S, R. 11 E, B.M., and
other additional points _____, in the County of
EMMORE; and that the amount of water to which such right is
entitled and which is hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially
used for said purposes and shall not exceed 13,339.33 acre feet per year.

Description and location of place of use:

TWP.	RANGE	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	
6 S	10 E	1									35		40	40		30	40	30	215 -65
		2															40		40 -160
		11	40	40	40	40	40			40	40	40	40	40	40	40	40	40	560 ✓
		12	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640 ✓
		13	40	40	40	40	40	40	40	40	40	40			40	40	40	40	560 ✓
		24	40	40	40	40									40	40			240 ✓
6 S	11 E	6										10							10 not claimed on Permit
		7	25	25	40	40	30	40	40	40	40	40	40	40	40	40	40	40	600 -40
		17						40	40			40							120 ✓
		18	40	40	40	40	40	40	40	40	40	40	40	40	40	40			600 ✓
		19							40		40	40		40	40	40	40	40	320 +240
		20									40	40							80

makes no
claim compared
with Permit

not claimed on Permit, might be
Sec. 19 1/4 permitted for 30

Total number of acres irrigated 3,985

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

Witness the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

11th day of February, 1970

Deputy State Reclamation Engineer

2 2009

30990
02-2209

EXHIBIT

B

tables

AGREEMENT

THIS AGREEMENT, made and entered into as of the 15th day of December, 1990, by and among COTTONWOOD MUTUAL CANAL COMPANY, an Idaho corporation (Cottonwood), PAUL R. HOGG and LUANN HOGG, husband and wife, LEFAWN OTTLEY, SARAGENE SMITH and RINGERT, CLARK, HARRINGTON, REID, CHRISTENSON & KAUFMAN, CHARTERED (collectively, the Owners), and WESLEY R. WOOTAN and CHRISTINE WOOTAN, husband and wife, of Hammett, Idaho (Wootan);

W I T N E S S E T H:

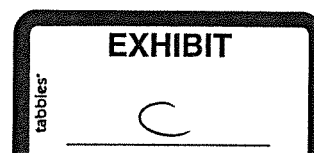
RECITALS

1. Wootan has acquired from the Bureau of Land Management of the United States Department of the Interior (BLM), the lands described in United States Land Patent No. 11-91-0001, a copy of which is attached hereto as Exhibit A and made a part hereof, together with certain appurtenances thereto, which include the interest claimed by BLM in 74.10 cfs of Water License No. 02-2209;

2. Cottonwood is the holder of record, and claims ownership, of Water License No. 02-2209, issued by the Department of Water Resources of the State of Idaho, evidencing a water right for 79.70 c.f.s. from the Snake River with priority date of February 25, 1963, for irrigation of 3,985 acres of land, 3705.00, more or less, of which are described in Exhibit A;

3. BLM claimed ownership of Water Right No. 02-2209 by virtue of cancellation of the desert land entries formerly

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existing on the land described in Exhibit A, and filed a formal claim of ownership in a water right adjudication proceeding, Ada County Case No. 73804, which was dismissed on May 30, 1989, and BLM still claims 5.6 cfs of Water Right No. 02-2209;

4. Cottonwood desires to resolve its claim to 61.30 cfs of Water Right No. 02-2209 in order to avoid further litigation with respect to ownership of that portion of the water right;

5. Wootan desires to clear Cottonwood's claim from 12.8 cfs of Water Right No. 02-2209 in order to irrigate the acres Wootan has acquired from BLM;

6. Cottonwood and the Owners are agreeable to the transfer to Wootan their claim to 12.8 cfs of Water Right No. 02-2209, and a portion of the irrigation system through which Wootan's 12.8 cfs of water right under Right No. 02-2209 can be delivered;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OPERATIVE PROVISIONS

7. It is agreed that Cottonwood and the Owners herein named do not relinquish their claim to the 5.60 cfs of Water License No. 02-2209 which remains in dispute between them and the BLM;

8. Cottonwood and The Owners shall transfer and quitclaim to Wootan their right, title and interest in and to 12.8 cfs of Water License No. 02-2209.

9. Wootan shall transfer and quitclaim all of his right, title and interest in and to 61.30 cfs of Water License No. 02-2209 to Cottonwood and the Owners, and shall disclaim in favor of

Cottonwood and the Owners all interest in the 5.6 cfs of Water Right No. 02-2209 claimed by the BLM and all incidents of ownership in the irrigation system except as set out in Article 10 hereafter.

10. The Owners agree to transfer to Wootan all their right, title and interest in the pump base, the penstock, and the portion of the pumping facilities identified in Exhibit B, attached hereto, as being transferred to Wootan. The pump base is located in Lot 6 of Section 9, Township 6 South, Range 11 East, B.M., in Elmore County, Idaho, and the penstock extends westerly from the pump base to the lands described in Exhibit A. The Owners retained interest in the balance of the irrigation system comprises approximately 74% of the interest therein, and the Owners shall have the right to remove any components comprising the retained ownership at any time within two years following the date of this Agreement. The components which comprise the Owners retained ownership are identified and described in Exhibit B as being retained by the Owners. The Owners also shall have the right, at their option, to salvage any lateral mainlines or segments thereof on the lands described in Exhibit A during the period of one year following the date Wootan delivers to the Owners a signed original of this Agreement, provided that the salvage operations shall not in any way interfere with operation of the irrigation system by Wootan or others and shall not interfere with Wootan's farming operations

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on the lands described in Exhibit A. If the Owners are unable to complete salvage operations because of potential interference with Wootan's farming operations on any portion of the land, the time for removal of the lateral mainlines or components thereof on those lands shall be extended so as to expire one year after the farming operations on that land have been concluded, and Wootan expressly acknowledges that this extension applies to lands which Wootan has prepared for crop production during the 1991 growing season. In conducting the salvage operations, the Owners shall backfill each trench as soon as the pipe is removed therefrom, and shall make reasonable efforts to use topsoil, if available at the site, for the top 12 inches of backfill.

11. Cottonwood and the Owners agree to transfer and convey to Wootan their interest in all rights of way and easements for the irrigation system. Wootan shall be responsible for preparation of the instruments required to accomplish transfer and conveyance of the rights of way and easements. Transfer and conveyance of the rights of way and easements shall be in the nature of a quitclaim and without any warranty on the part of Cottonwood or the Owners.

12. Cottonwood and the Owners will cooperate in execution of necessary documents to clear title to the land described in Exhibit A, and 12.8 cfs of Water Right No. 02-2209, for Wootan, if necessary.

EXECUTION IN COUNTERPARTS

14. Two or more counterparts of this Agreement have been prepared and the signing of any one of such counterparts shall be deemed to constitute signature of all other counterparts hereof, and all signed counterparts of this Agreement shall be bound together and shall constitute the Agreement among the parties hereto.

BINDING EFFECT

15. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the individual parties have hereunto subscribed their names, and the corporate and governmental parties have caused their names to be hereunto subscribed by their duly authorized officers and representatives, all as of the day and year herein first above written.

COTTONWOOD MUTUAL CANAL COMPANY

By _____
Paul R. Hogg, President

Paul R. Hogg

LuAnn Hogg

LeFawn Ottley

Saragene Smith

RINGERT, CLARK, HARRINGTON, REID,
CHRISTENSON & KAUFMAN, CHARTERED

By *W. F. Ringert*
W. F. Ringert

Wesley R. Wootan
Wesley R. Wootan

Christine Wootan
Christine Wootan

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared PAUL R. HOGG, known to me to be the president of COTTONWOOD MUTUAL CANAL COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Notary Public for the State of Idaho
Residing at _____, Idaho
My commission expires: _____

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STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared PAUL R. HOGG and LUANN HOGG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho
Residing at _____, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared LEFAWN OTTLEY, known to me to be the person whose name is subscribed to the within and 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 certificate first above written.

Notary Public for the State of Idaho
Residing at _____, Idaho
My commission expires: _____

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STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared SARAGENE SMITH, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

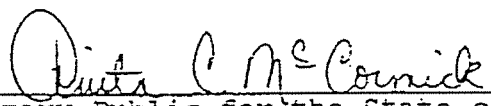
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 21st day of December, 1990, before me, the undersigned, a notary public in and for said state, personally appeared W.F. RINGERT, known to me to be the president of RINGERT, CLARK, HARRINGTON, REID, CHRISTENSON & KAUFMAN, CHARTERED, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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



Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 11-14-92

STATE OF IDAHO)
) ss.
COUNTY OF Lewiston Falls.

On this 15th day of December, 1990, before me, the undersigned, a notary public in and for said state, personally appeared WESLEY R. WOOTAN and CHRISTINE WOOTAN, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Sherry L. Carr
Notary Public for the State of Idaho
Residing at Lewiston Falls, Idaho
My commission expires: 3/19/92

IDI-23538

WHEREAS

Wesley R. Wootan and Christice W. Wootan

are entitled to a land patent pursuant to the Act of October 21, 1976 (Section 206, 90 Stat. 2756; 43 U.S.C. 1716), for the following-described land:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,

sec. 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 2, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 11, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, and S $\frac{1}{4}$;
sec. 12;
sec. 13, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$;
sec. 14, N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 24, NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 6 S., R. 11 E.,

sec. 6, lot 7;
sec. 7;
sec. 17, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 18, lots 1 to 4, inclusive, NE $\frac{1}{4}$,
E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 19, lots 1 to 3, inclusive.

Containing 4,097.57 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES, unto the above named claimants the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimants, their successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

SUBJECT TO:

1. Those rights for powerline purposes granted to Pacific Power and Light Company, its successors or assigns, by Right-of-Way No. IDI-8875A, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

Patent Number 11-91-0001

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EXHIBIT A

2. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDBL-056096, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961)..
3. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-017359, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
4. Those rights for canal purposes granted to Glens Ferry Land and Irrigation Company, its successors or assigns, by Right-of-Way No. IDE-027316, pursuant to the Act of March 3, 1891, as amended (43 U.S.C. 946-949).
5. Those rights for powerline and substation purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-016110, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
6. Those rights for irrigation pipeline purposes granted to Walter Trail, his successors or assigns, by Right-of-Way No. IDI-12250, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
7. Those rights for county road purposes granted to Glens Ferry Highway District, its successors or assigns, by Right-of-Way No. IDI-20029, pursuant to the Act of July 26, 1866 (14 Stat. 253).
8. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14749, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
9. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-14868, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
10. Those rights for petroleum pipeline purposes granted to Chevron Pipe Line Company, its successors or assigns, by Right-of-Way No. IDI-0602, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
11. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-14943, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).
12. Those rights for natural gas pipeline purposes granted to Northwest Pipeline Corporation, its successors or assigns, by Right-of-Way No. IDI-06421, pursuant to the Act of February 25, 1920, as amended (30 U.S.C. 185).

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13. Those rights for powerline purposes granted to Idaho Power Company, its successors or assigns, by Right-of-Way No. IDI-2457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961).
14. Those rights for fiber optic cable purposes granted to Mountain States Telephone and Telegraph Company, its successors or assigns, by Right-of-Way No. IDI-20976, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
15. Those rights for access road and communication site purposes granted to King Hill Irrigation District, its successors or assigns, by Right-of-Way No. IDI-16919, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

SUBJECT TO THE FOLLOWING:

The patentees, on behalf of themselves, their heirs, assigns and successors in interest, in consideration for receiving title to this property, covenant and agree that the following described lands will not be used for irrigated farming:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,
 - sec. 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 13, N $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 14, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 24, N $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 6 S., R. 11 E.,
 - sec. 6, lot 7;
 - sec. 7, E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 - sec. 17, W $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 - sec. 18, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 - sec. 19, lots 1 to 3, inclusive.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand in Boise, Idaho
 the TWELFTH day of OCTOBER in the year
 of our Lord one thousand nine hundred and NINETY
 and of the Independence of the United States the two hundred
 and FIFTYTH

By John Davis
 Deputy State Director for Operations

Patent Number 11-91-0001

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EXHIBIT B

TO BE TRANSFERRED TO WOOTAN

The river pumps and motors identified as Nos. 2 and 4 in the attached sketch of the river pumping station, together with all valves, couplers, fittings, and manifolding by which those pumps are attached to the main penstock, and together with the electrical panels, switches, fuses, conduits and other attachments by means of which electrical power is or was furnished to Motors Nos. 2 and 4.

The westernmost pump and motor installed at the relift station, together with all valves, couplers, fittings, and manifolding by which that pump is attached to the main penstock and to the relift penstock, and together with the electrical panels, switches, fuses, conduits and other attachments by means of which electrical power is or was furnished to said pump and motor.

TO BE RETAINED BY THE OWNERS

The river pumps and motors identified as Nos. 5, 6, 7 and 8 in the attached sketch of the river pumping station, together with all valves, couplers, fittings, and manifolding by which those pumps are attached to the main penstock, and together with the electrical panels, switches, fuses, conduits and other attachments by means of which electrical power is or was

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furnished to Motors Nos. 5, 6, 7 and 8.

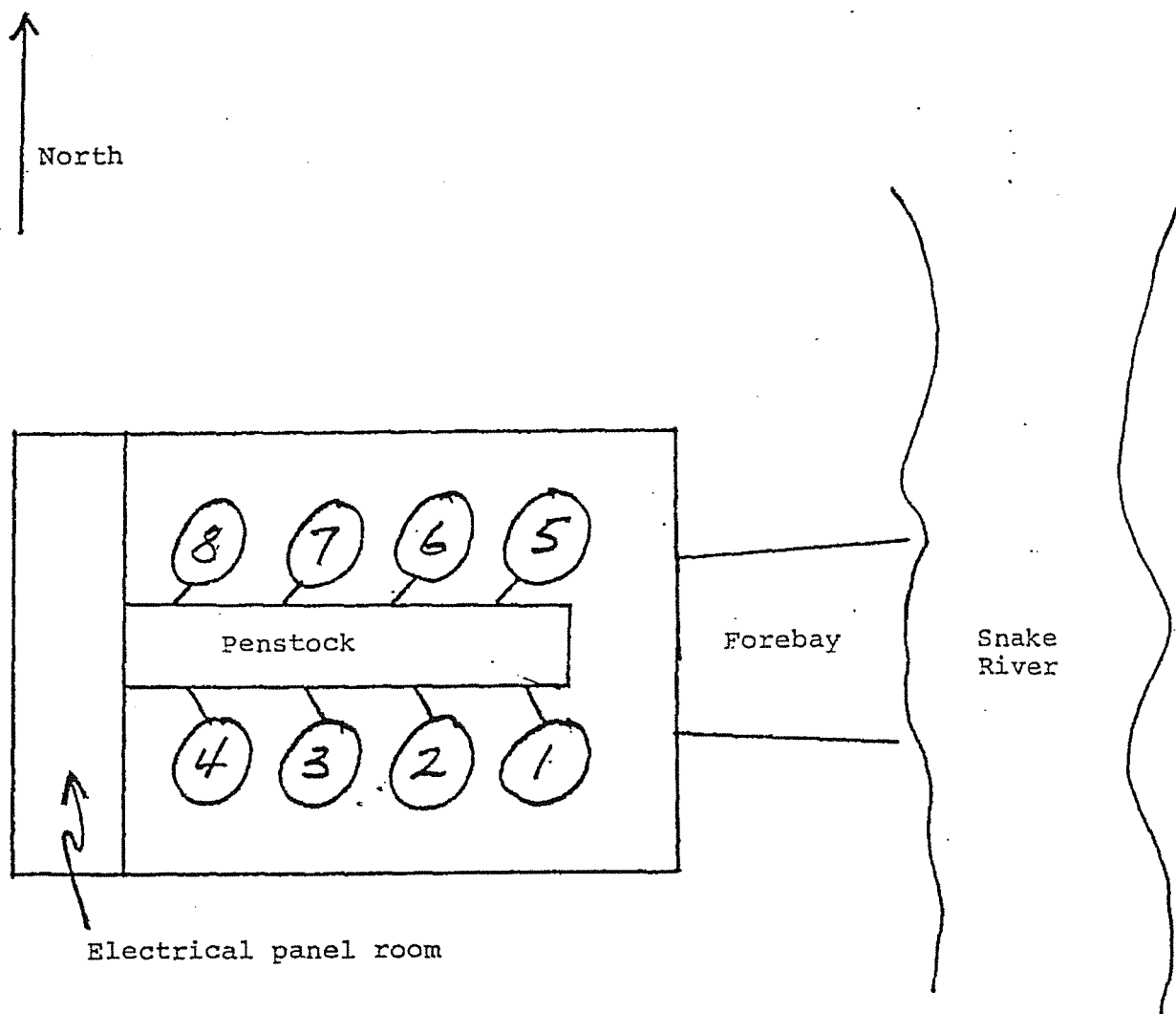
The easternmost six pumps and motors installed at the relift station, together with all valves, couplers, fittings, and manifolding by which those pumps are attached to the main penstock and to the relift penstock, and together with the electrical panels, switches, fuses, conduits and other attachments by means of which electrical power is or was furnished to each said pump and motor.

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BLACK MESA PUMP BASE

(not to scale)



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RELEASE AND ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, COTTONWOOD MUTUAL CANAL COMPANY, an Idaho corporation, PAUL R. HOGG and LUANN HOGG, husband and wife, LEFAWN OTTLEY, SARAGENE SMITH and RINGERT, CLARK, HARRINGTON, REID, CHRISTENSON & KAUFMAN, CHARTERED, Assignors, do hereby release all claim to 12.8 cfs of Water Right No. 02-2209, and ^{claim and} assign to WESLEY R. WOOTAN and CHRISTINE WOOTAN, of Star Route, Box 26, Hammett, Idaho 83627, Assignees, all of their right, title and interest in and to 12.8 cfs of said water right No. 02-2209, it being understood that said 12.8 cfs shall remain appurtenant to the lands now owned by Wootan, more particularly described as follows:

Boise Meridian, Idaho

T. 6 S., R. 10 E.,
sec. 1, NE1/4SW1/4, S1/2,SW1/4,
W1/2SE1/4, and SE1/4SE1/4;

sec. 2, SE1/4SE1/4;

sec. 11, E1/2NE1/4, SW1/4NE1/4, and
S1/2;

sec. 12;

sec. 13, N1/2, N1/2, SW1/4, and SE1/4;

sec. 14, N1/2, NE1/4SW1/4, and
N1/2SE1/4;

sec. 24, NE1/4 and N1/2SE1/4.

T. 6 S., R. 11 E.,

sec. 6, lot 7;

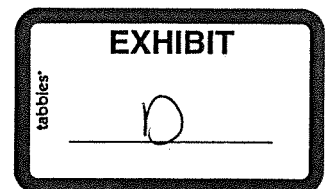
sec. 7;

sec. 17, W1/2NW1/4 and NW1/4SW1/4;

sec. 18, lots 1 to 4, inclusive, NE1/4,
E1/2W1/2, N1/2SE1/4, and SW1/4SE1/4;

sec. 19, lots 1 to 3, inclusive.

Containing 4,097.57 acres.



Dated this 26 day of Dec., 1990.

COTTONWOOD MUTUAL
CANAL COMPANY

By: Paul R. Hogg
PAUL R. HOGG, PRESIDENT

Paul R. Hogg
PAUL R. HOGG

Lu Ann Hogg
LUANN HOGG

L. Fawn Ottley
LEFAWN OTTLEY

Saragene Smith
SARAGENE SMITH

RINGERT, CLARK, HARRINGTON,
REID, CHRISTENSON & KAUFMAN,
CHARTERED

By: W.F. Ringert
W.F. RINGERT

STATE OF IDAHO)
County of Cassia) ss.

On this 26th day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared PAUL R. HOGG, known or identified to me to be the President of COTTONWOOD MUTUAL CANAL COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

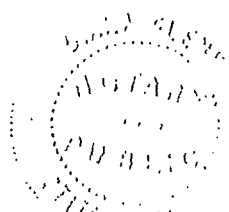


Diana Olsen
NOTARY PUBLIC FOR IDAHO
Residing at: Burley
My commission expires: May, 1991

STATE OF IDAHO)
County of Cassia) ss.

On this 26th day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared PAUL R. HOGG, known or identified to me to be the individual 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 certificate first above written.



Diana Olsen
NOTARY PUBLIC FOR IDAHO
Residing at: Burley
My commission expires: May, 1991

STATE OF IDAHO)
County of Cassia) ss.

On this 26th day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared LUANN HOGG, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

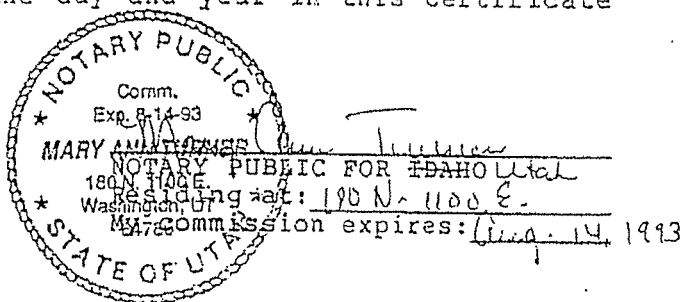
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Diana Olsen
NOTARY PUBLIC FOR IDAHO
Residing at: Burley
My commission expires: 1991

STATE OF IDAHO Utah)
County of Washington) ss.

" On this 29 day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared LEFAWN OTTLEY, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

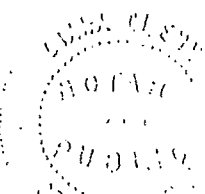
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO)
County of Cassia) ss.

On this 26th day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared SARAGENE SMITH, known or identified to me to be the individual whose name is subscribed to the within 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 certificate first above written.



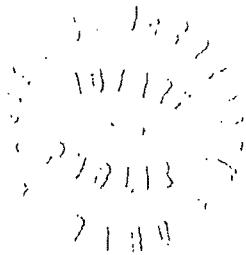
Diana Olsen
NOTARY PUBLIC FOR IDAHO
Residing at: Burley
My commission expires: May 1991

STATE OF IDAHO)
County of Ada) ss.

On this 4th day of January, 1991, before me, a Notary Public, in and for said County and State, personally appeared W.F. RINGERT, known or identified to me to be the president of RINGERT, CLARK, HARRINGTON, REID, CHRISTENSON & KAUFMAN, CHARTERED, the corporation that executed

the foregoing instrument, and acknowledged to me that such corporation executed the same.

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



Anita C. McCormick
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My commission expires: 11-14-92

4979m

RELEASE, ASSIGNMENT AND DISCLAIMER

For good and valuable consideration, the receipt of which is hereby acknowledged, WOOTAN BRYANT PARTNERSHIP, consisting of Wesley R. Wootan, Christine W. Wootan, Don J. Bryant and Brenda Bryant, General Partners, Assignors, hereby release all claim and hereby quitclaim and assign all of their right, title and interest in and to 61.3 cfs of Water Right No. 02-2209 to COTTONWOOD MUTUAL CANAL COMPANY, an Idaho corporation, PAUL R. HOGG and LUANN HOGG, husband and wife, LEFAWN OTTLEY, SARAGENE SMITH and RINGERT, CLARK, HARRINGTON, REID, CHRISTENSON & KAUFMAN, CHARTERED, Assignees.

The undersigned also relinquish any claim to 5.6 cfs of Water Right No. 02-2209 not conveyed by the Bureau of Land Management as part of the real property conveyance to Wesley R. Wootan and Christine Wootan dated October 12, 1990.

The undersigned also agree to execute transfer forms of the Idaho Department of Water Resources required for the transfer of all or part of the 61.3 cfs from the property to which it is appurtenant.

Dated this 14 day of January, 19 91.

WOOTAN BRYANT PARTNERSHIP

By: Wesley R. Wootan
WESLEY R. WOOTAN

By: Christine Wootan
CHRISTINE WOOTAN

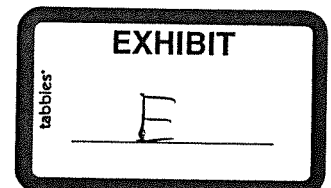
By: Don Bryant
DON BRYANT

By: Brenda Bryant
BRENDA BRYANT

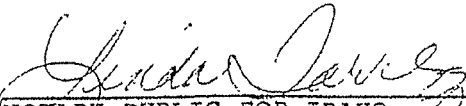
STATE OF IDAHO)

County of Blaine) ss.

On this 14 day of January, 19 91, before me, a Notary Public, in and for said County and State, personally appeared WESLEY R. WOOTAN, known or identified to me to be the individual whose name is subscribed to the within



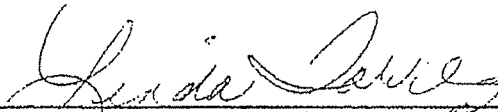
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Blaine, Idaho
My commission expires: 5-8-75

STATE OF IDAHO)
County of Blaine) ss.

On this 14 day of September, 19 71, before me, a Notary Public, in and for said County and State, personally appeared BRENDA BRYANT, known or identified to me to be the individual whose name is subscribed to the within instrument as a general partner of WOOTAN BRYANT PARTNERSHIP, 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 certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Blaine, Idaho
My commission expires: 5-8-75

4976m

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-00103

Date Received: 7/17/1989

Receipt No: 0020248

Received By: JK 4-17-91

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BLACK MESA FARMS
Address: BOX 82
GLENNS FERRY, ID 83623
OR
Name: WESLEY R. WOOTAN
Address: STAR ROUTE BOX 26
HAMMETT, ID 83627
OR
Name: CHRISTINE W. WOOTAN
Address: STAR ROUTE BOX 26
HAMMETT, ID 83627
OR
Name: DON J. BRYANT
Address: GLENNS FERRY, ID 83623
OR
Name: BRENDA BRYANT
Address: GLENNS FERRY, ID 83623
2. Date of Priority: MAY 10, 1965
3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER
4. Point of Diversion:

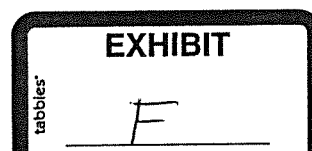
Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	11E	9	NW	SW		6	ELMORE
5. Description of diverting works:
PUMPS, MOTORS, PIPELINES & SPRINKLERS SYSTEM.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	8.540		

A02-00103

Page 1

Date: 04/17/91



MICROFILMED
AUG 07 1992

7. Total Quantity Appropriated is:
8.540 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	10E	14	NE	NE		IRR	39.0
			NW	NE		IRR	39.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	39.0
			NE	SE		IRR	39.0
			NW	SE		IRR	30.0

Section Acres 386.0

Total Acres 386.0

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

BLACK MESA PROJECT.

FIELD EXAMINATION FOR 02-02209 IDENTIFIED THE LAND CLAIMED HEREIN
WAS IRRIGATED AT THE TIME. THIS CLAIM IS TO COVER THE ADDITIONAL
PLACE OF USE NOT COVERED IN THE LICENSE ISSUED FOR 02-02209.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Partner of
Title
Black Mesa Farms, that I have signed the foregoing
Organization
document in the space below as Partner of
Title
Black Mesa Farms and that the statements contained in the
Organization
foregoing document are true and correct.

Wesley R. Wooten
Signature of Authorized Agent
Partner / Black Mesa Farms
Title and Organization

April 17, 1991
Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 17 day
of April 19 91

[Signature]
Notary Public

Seal

Residing at Boise ID
My Commission Expires June 10, 1994

RON FISHER

2011

ELMORE COUNTY ASSESSOR
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
N2 NESW N2SE
SEC 14
T6S R10E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 507

PARCEL ADDRESS:

BLACK MESA FARMS LLC
P O BOX 82
GLENN'S FERRY ID 83623

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 22, 2011

Tax Code Area: 22-0000

Parcel Number: RP06S10E140010 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	440.000 AC	53,240	53,240
SUBTOTAL:	440.000	53,240	53,240
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		53,240	53,240

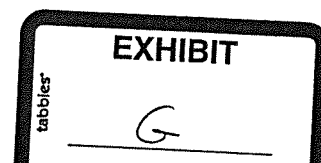
TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			Not Required
COUNTY	211.20	208-587-2130	08/29/2011
SCHOOL #192		208-366-7436	06/08/2011
#192-M&O		208-366-7436	06/08/2011
#192-BOND	64.38	208-366-7436	06/08/2011
#192-SUPP		208-366-7436	06/08/2011
#192-OTHER	9.98	208-366-7436	06/08/2011
GLENN'S FERRY HW	78.68	208-366-7744	08/04/2011
KING HILL FIRE	39.66	208-366-2227	08/17/2011
EEC REC DIST	25.34	208-366-7957	08/08/2011
HOSPITAL DIST	51.00	208-580-2661	Not Required
AMBULANCE DIST	14.64	208-587-2130	08/29/2011
PEST ABATEMENT	5.52	208-587-2130	08/29/2011
SUBTOTAL:	500.40		
+ FEES:			
= TOTAL:	500.40		

To get an estimate of
your property tax, use
the Tax Estimator at
tax.idaho.gov

THIS IS NOT A BILL. DO NOT PAY.

Page 1 OF 1



ASNT-2010