

RECEIVED

MAR 13 2009

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - IDAHO	
Fifth Judicial District	
County of Twin Falls - State of Idaho	
MAR 12 2009	
By _____	Clerk
Deputy Clerk	

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	) SPECIAL MASTER'S REPORT
	)
Case No. 39576	) FINDINGS OF FACT AND
	) CONCLUSIONS OF LAW
	)
_____	) FOR WATER RIGHT 63-33145

I. FINDINGS OF FACT

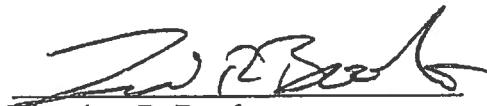
A notice of claim was filed for the water right 63-33040 pursuant to I.C. § 42-1409. The Director of the State of Idaho Department of Water Resources (IDWR) examined the water system for this reporting area. The *Director's Report* contained a recommendation or abstract for the elements water right 63-33040.

Pursuant to a bench order granting a motion to file a late objection, an objection was filed to the *Director's Report* for water right 63-33040. On February 5, 2009, IDWR filed a *Notice of Completed Administrative Proceeding* (NCAP) which split water right 63-33040 into water right nos. 63-33145 and 63-33146. Although water right no. 63-33146 remains a contested subcase at this time, there are no unresolved objection to water right 63-33145, and it may be decreed with the elements as set forth in the NCAP.

II. CONCLUSIONS OF LAW

Therefore based on the file and record herein, IT IS RECOMMENDED that water right 63-33145 be decreed with the elements as set forth in the attached *Recommendation for Partial Decree Pursuant to I.R.C.P. 54(b)*.

Dated March 12, 2009


Theodore R. Booth
Special Master
Snake River Basin Adjudication

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

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
MAR 12 2009	
By _____	Clerk
Deputy Clerk	

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-33145

NAME AND ADDRESS: BARBARA J RAGAINS
L W RAGAINS
29392 SABIN
PARMA, ID 83660

SOURCE: GROUND WATER

QUANTITY: 1.66 CFS
499.50 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	1.66 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	Within Canyon County
	T05N R05W S01 LOT 3 (NENW)10.0 LOT 4 (NWNW)23.0	
	NESW 40.0 NWSW 38.0	
	111.0 Acres Total	

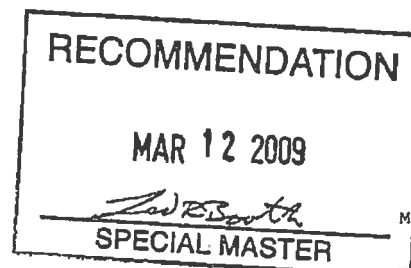
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

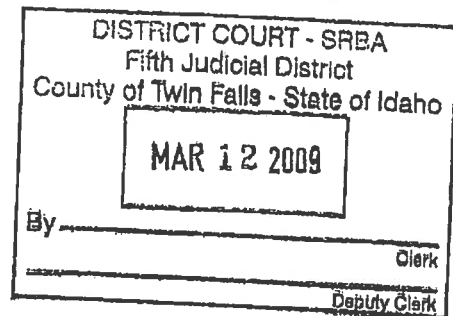
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

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





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

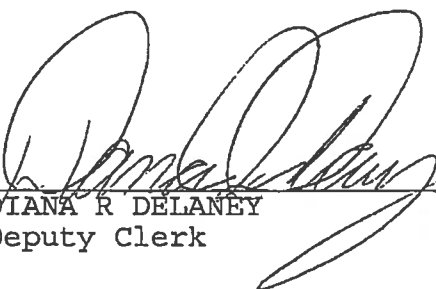
Water Right(s): 63-33145

On March 12, 2009, Special Master THEODORE R. BOOTH issued a SPECIAL MASTER'S RECOMMENDATION for the above subcase(s) pursuant to SRBA Administrative Order 1 (AO1), 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.

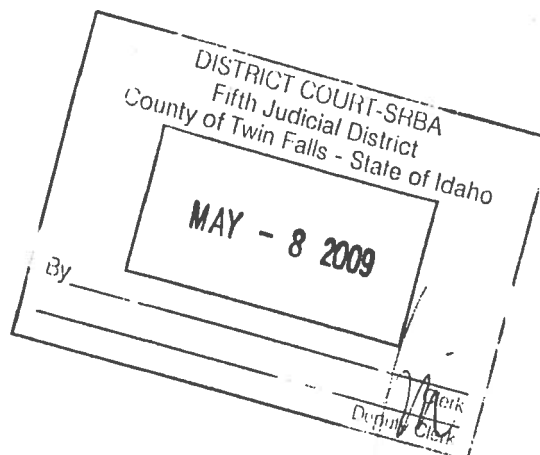
DATED March 12, 2009.



DIANA R DELANEY
Deputy Clerk

L. W. and Barbara J. Ragains

Dana L. Hofstetter, ISB No. 3867
HOFSTETTER LAW OFFICE, LLC
608 West Franklin Street
Boise, ID 83702
Telephone: (208) 424-7800
Facsimile: (208) 424-8774



John Lindley

Jon C. Gould, ISB No. 6709
RINGERT LAW CHARTERED
455 S. Third, P.O. Box 2773
Boise, Idaho 83701-2773
Telephone: (208) 342-4591
Facsimile: (208) 342-4657

**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. 63-33040, 63-33145
and 63-33146

**RELEASE AND SETTLEMENT
AGREEMENT**

This Release and Settlement Agreement ("Agreement") is entered into as of the effective date indicated below, by, between, and among L. W. and Barbara J. Ragains, husband and wife, (the "Ragains"), the Troost Family Living Trust, an Idaho revocable trust, ("Troost") and John R. Lindley, a single man, ("Lindley") upon the following terms and conditions:

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.

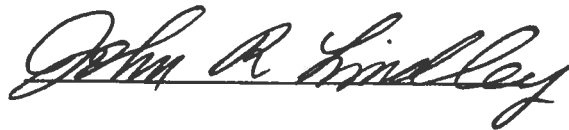
TROOST FAMILY LIVING TRUST

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 Parma, 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.

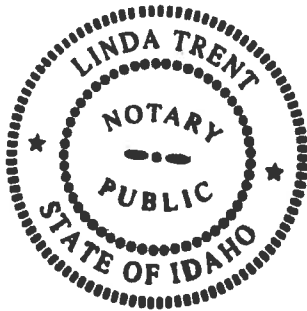


Miren M. Lowry
Notary Public for the State of Idaho
Residing at 26700 McKay Rd
My Commission Expires: 3/9/2010

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.

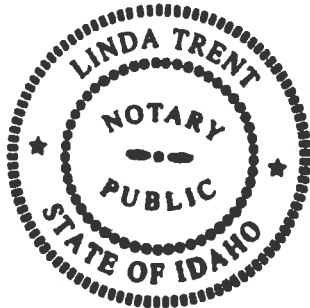


Linda Trent
Notary Public for the State of Idaho
Residing at Parma, ID.
My Commission Expires: 10/3/2009

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.



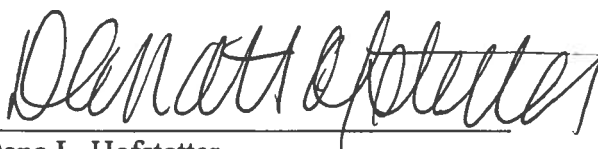
Linda Trent
Notary Public for the State of Idaho
Residing at Parma
My Commission Expires: 10/3/2009

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



Dana L. Hofstetter

E:\4090.1\8573

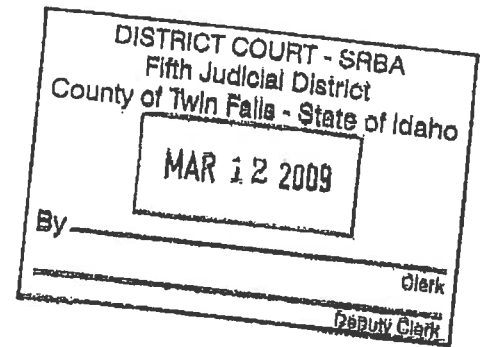
EXHIBITS TO

*RELEASE AND SETTLEMENT AGREEMENT,
FILED ON 5/8/09,*

ON FILE WITH THE

COURT

To request a copy, (\$1.00 per page) please contact
Clerk of the Court at 208-736-3011.



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

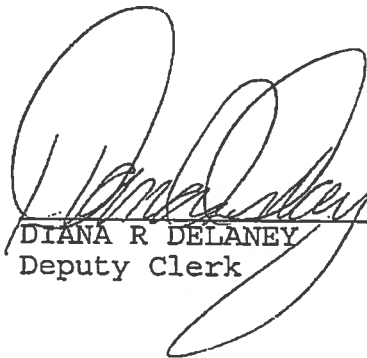
Water Right(s): 63-33145

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 March 12, 2009, 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
29392 SABIN
PARMA, ID 83660



DIANA R DELANEY
Deputy Clerk

CERTIFICATE OF MAILING

PAGE 1
03/12/09

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF 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
499.500 AFY

PRIORITY DATE: 04/18/1977

POINT OF DIVERSION:

T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
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 NWNW	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 .

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.

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 63-33145
Date Received: 2/8/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BARBARA J RAGAINS Phone: (208) 722-5515
29392 SABIN
PARMA ID USA 83660

L W RAGAINS Phone:
29392 SABIN
PARMA ID USA 83660

2. Date of Priority: 04/18/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot				County	Type
05N	05W	1	SE	NE	NW	3	CANYON	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	1.66	

7. Total Quantity Appropriated is:
1.66 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
05N	05W	1	NE	NW	3	IRRIGATION	10
			NW	NW	4	IRRIGATION	23
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	38
						Section Acres	111
						Total Acres	111

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

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

15. Basis of Claim: License

RECEIVED

OCT 14 2008

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
 NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

OCT 07 2008

DEPARTMENT OF
WATER RESOURCES

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-8700	63-33040	X			

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Barbara J. Ragains/L.W. Ragains
29392 Sabin
Parma, ID 83660
4. New Owner/Claimant(s) John Lindley
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
29453 Gotsch Road
 New Mailing Address Parma, ID 83660
 City, State and ZIP Code
 New Telephone Number (208) 484-8791 Email: _____

SCANNED

OCT - 9 2008

5. Date you acquired the property

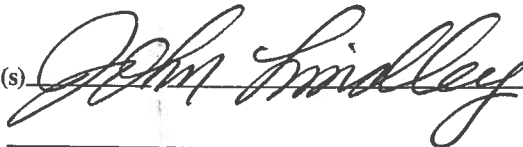
1991

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>63-33040</u>		
Irrigation	0.36 cfs / 108 AFA	24 acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by Jmh
 Received by _____
 Processed by _____ AJ

Date 10-14-08
 Date _____
 Date _____

Receipt Amt. N/A
 Receipt No. _____
 WR _____ Date _____

SCANNED

OCT - 9 2008

PC02634

Inst 9102767

WARRANTY DEED

FOR VALUE RECEIVED Cynthia Elaine Baldwin, an unmarried person

the Grantor, does hereby grant, bargain, sell and convey unto John R. Lindley, an unmarried person

the Grantee, whose address is 29453 Gotsch Road, Parma, ID 83660

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (1) page.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1991 and subsequent years, covenants, conditions, restrictions and easements of record; and that she will warrant and defend the same from all lawful claims whatsoever.

DATED: February 11, 1991

Cynthia Elaine Baldwin
Cynthia Elaine Baldwin

STATE OF IDAHO

COUNTY OF CANYON

On this 12th day of February in the year 1991, before me, a Notary Public personally appeared Cynthia Elaine Baldwin known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Harold L. Thompson
Notary Public
Residing at Caldwell
My commission expires 1-27-93

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

OCT 29 2008

PC 02634

EXHIBIT "A"

A part of the Northeast quarter of the Southeast Quarter of Section 1, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the intersection of the centerline of the D-Line Canal, also known as the Black Canyon Canal, and the Easterly boundary of said Section 1; thence

North following the Eastern boundary of said Section 1 a distance of 460 feet; thence

West parallel with the North boundary of said Section 1 a distance of 473 feet; thence

South and parallel with the Easterly boundary of said Section 1 a distance of 364 feet, more or less, to the centerline of the D-Line Canal, also known as the Black Canyon Canal; thence in a

Southeasterly direction along the centerline of the D-Line Canal, also known as the Black Canyon Canal, to the POINT OF BEGINNING.

9102767

RECORDED

91 FEB 13 PM 3 '03

HER J KERR

CANYON COUNTY RECORDER

BY *C. Kerr*

PIONEER - CALDWELL

FILED
FEB 13 2003
BY *C. Kerr*

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 63-33040
Date Received: 2/8/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BARBARA J RAGAINS Phone: (208)722-5515
29392 SABIN
PARMA ID USA 83660

L W RAGAINS Phone:
29392 SABIN
PARMA ID USA 83660

2. Date of Priority: 04/18/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	05W	1	SE NE NW 3	CANYON	

5. Description of diverting works:

WELL, 320' DEPTH, 12" CAS., 119' TO WATER, PUMP PIPE, SPRINKLER & GRAV.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	2.02	

7. Total Quantity Appropriated is:

2.02 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	05W	1	SW	NE	IRRIGATION	18
			SE	NE	IRRIGATION	6
			NE	NW	IRRIGATION	10
			NW	NW	IRRIGATION	23
			NE	SW	IRRIGATION	40
			NW	SW	IRRIGATION	38
					Section Acres	135
					Total Acres	135

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

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

15. Basis of Claim: License

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

RECEIVED

MAY 20 2008

WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
	A63-08700				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

LARRY RAGAINS
 29392 SABIN RD.
 PARMA ID 83660

4. New Owner/Claimant(s)

GREG TROOST - TROOST FAMILY LIVING TRUST.

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

New Mailing Address

30540 SABIN RD.

City, State and ZIP Code

PARMA ID 83660

New Telephone Number

(208) 722 7325 Email: MILKHOG @ AOL.COM

5. Date you acquired the property

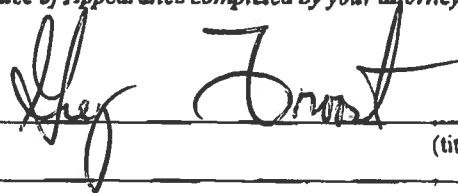
5-6-08

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

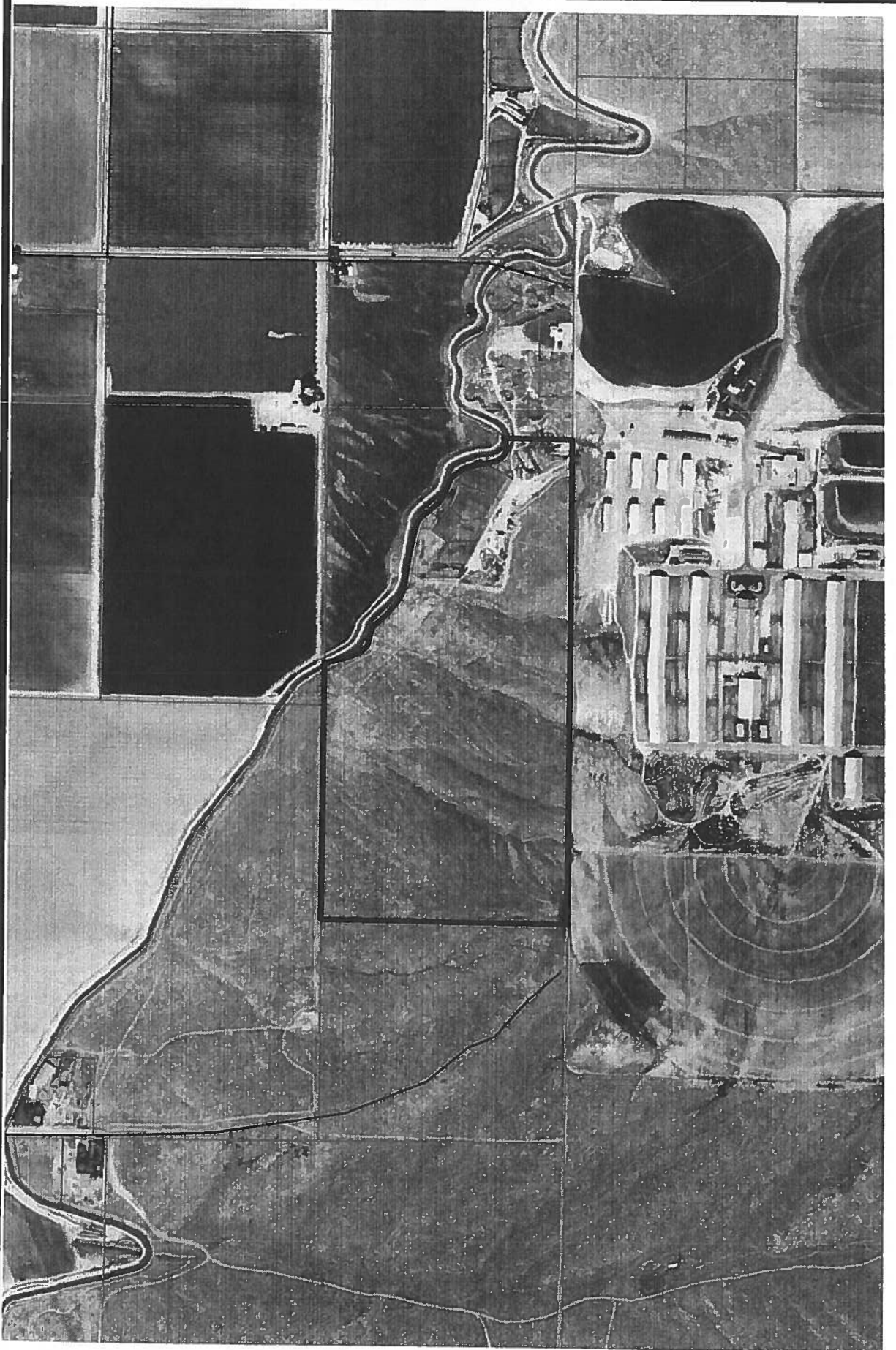
For IDWR Office Use Only:

Received by [Signature]Date 5-20-08Receipt Amt. N/AReceived by [Signature]Date 5-21-08

Receipt No. _____

Processed by [Signature] AJDate 5-21-08

WR _____ Date _____



Pioneer Title Co.
GOING BEYOND



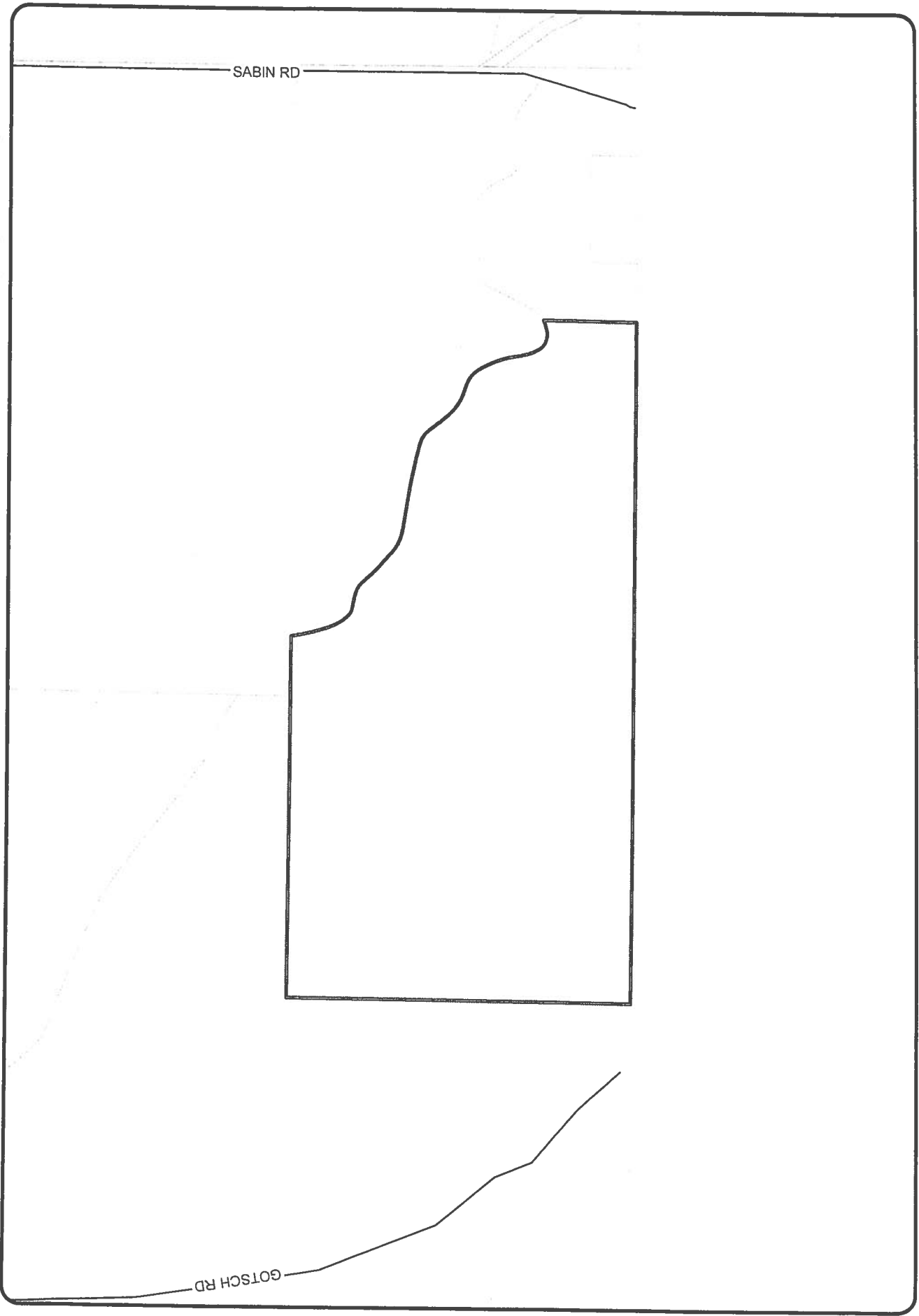
Map Created: May-09-2008

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This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Canyon County and Regional Geographic Services, Inc. Are not liable for errors or omissions resulting from the use of this product for any purpose.



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www.sps.com

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It is not guaranteed survey accuracy.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Canyon County and Single Point Solutions, Inc are not liable for errors or omissions resulting from the use of this product for any purpose.



Pioneer Title Co.

GOING BEYOND

File No.: 200804245

EXHIBIT A

The East 300 feet of that portion of Government Lot 4 lying Northeasterly of the Black Canyon Canal; That portion of Government Lot 3 lying Northeasterly of the Black Canyon Canal and All of Government Lot 2, all in Section 1, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho



Pioneer Title Co.

GOING BEYOND

610 South Kimball Avenue / Caldwell, Idaho
83605 / (208) 459-1651

200804245

WARRANTY DEED

For Value Received **Lawrence Ragains and Barbara Ragains, husband and wife**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Troost Family Living Trust

hereinafter referred to as Grantee, whose current address
is 30540 Sabin Rd., Parma, 10 83660

the following described premises, to-wit:

The East 300 feet of that portion of Government Lot 4 lying Northeasterly of the Black Canyon Canal; That portion of Government Lot 3 lying Northeasterly of the Black Canyon Canal and All of Government Lot 2, all in Section 1, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho

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

Dated: May 7, 2008

Lawrence Ragains
Lawrence Ragains

Barbara Ragains
Barbara Ragains

State of Idaho

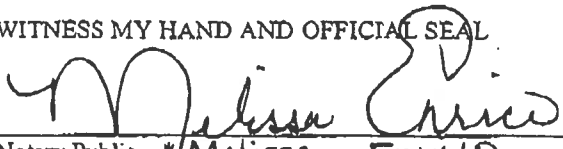
ss.

County of Canyon

On this 12th day of May, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared Lawrence Ragains and Barbara Ragains, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)


Notary Public *Melissa Enrico
Residing at: Caldwell
Commission Expires: ~~5-27-11~~ 01-04-12



CHANGE OF OWNERSHIP SPLIT
FOR Troost Family Living Trust

#	<u>63-8100</u>		
Name	<u>RABAINS</u>		
Irrigation:			
<u>156</u> acres	<u>2.33</u> cfs	<u>102</u> AF	
Stockwater	<u> </u> cfs	<u> </u> AF	
Domestic	<u> </u> cfs	<u> </u> AF	
TOTAL	<u>2.33</u> cfs	<u>102</u> AF	

.015 cfs/ac

#	<u>63-33040</u>		
Name	<u>RABAINS</u>		
Irrigation:			
<u>135</u> acres	<u>2.02</u> cfs	<u>607.5</u> AF	
Stockwater	<u> </u> cfs	<u> </u> AF	
Domestic	<u> </u> cfs	<u> </u> AF	
TOTAL	<u> </u> cfs	<u> </u> AF	

#	<u>63-33041</u>		
Name	<u>Troost Family Liv. Trust</u>		
Irrigation:			
<u>21</u> acres	<u>.32</u> cfs	<u>94.5</u> AF	
Stockwater	<u> </u> cfs	<u> </u> AF	
Domestic	<u> </u> cfs	<u> </u> AF	
TOTAL	<u> </u> cfs	<u> </u> AF	

remainder

Sec 1 NWNE 21

* The NWNE, the portion of the SWNE & SENE north of the canal has not been irrigated since the 1990s per all aeriels. Lic exam 1990. The NENW was not irrigated & though the claimant Rabains wanted to include this per an ACCOM trx, I could not see that it had ever been irrigated. the LIC. process & SRBA has tolled any finding of forfeiture

VLM

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: A63-08700
Date Received: 2/08/1990
Receipt No: MDV 5796
Received By: SEA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: L. W. RAGAINS 208-722-5515
Address: 29392 SABIN
PARMA, ID 83660
OR
Name: BARBARA RAGAINS 208-722-5515
Address: 29392 SABIN
PARMA, ID 83660
2. Date of Priority: APR 18, 1977
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	05W	1	SE	NE	NW	3	CANYON
5. Description of diverting works:
WELL, 320' DEPTH, 12" CAS., 119' TO WATER, PUMP PIPE, SPRINKLER & GRAV.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.330		
7. Total Quantity Appropriated is:
2.330 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 546.0 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION.

A63-08700

Page 1

Date: 02/08/90

MICROFILMED
AUG 24 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	05W	1	NW		NE	2	IRR	21.0
			SW		NE		IRR	18.0
			SE		NE		IRR	6.0
			NE		NW	3	IRR	10.0
			NW		NW	4	IRR	23.0
			NE		SW		IRR	40.0
			NW		SW		IRR	38.0
							Section Acres	156.0
							Total Acres	156.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

D-LINE CANAL & BLACK CANYON IRR. DIST.

14. Remarks:

NOT TO EXCEED .02 CFS/AC. OR 4.5 AF/AC.

15. Basis of Claim: PERMIT

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: 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): L W Ragains Date: 2-8-90

Date: _____

State of Idaho)
County of CANYON) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of FEB. 19 90
Donet C. Smith
Notary Public

Seal

Residing at Boise, ID
My Commission Expires 11/08/1994

