

TRIAL BRIEF

Jeffrey C Shippy
95 Ferguson Street
St. Maries, ID 83861

Water Right #91-07094

Dated: October 4, 1983

#2 of the conditions of the Water License states:

This water right is APPURTENANT to the described place of use.

- The place of use is: 46N 01W Sec. 7 SESW 10 acres, Sec. 18 NWNE 20 acres SWNE 10 acres NENW 30 acres, located on my property.

On October 6, 2015, I attended a meeting at the Federal Building in St. Maries; Douglas and Darcy McInturff were also at this meeting. I read the #2 condition and asked this question, "How can St. Maries Wild Rice attain a water right that was appurtenant to my piece of property?" I was told that St. Maries Wild Rice had a lease to this property, which at this time was owned by my parents, Aaron and Jeanne Robinson.

I asked my mother, who kept extensive records of all transactions concerning both, the logging company that was owned by my father and his brother, and the personal happenings of their affairs. I asked my mother if she had a copy of a signed lease agreement. She, with no hesitation, said there was no lease on the property involving St. Maries Wild Rice or any other person. I have a letter from her personally attesting to this fact.

My mother gave me all of the information and records pertaining to their business with St. Maries Wild Rice. While I was going through these records, I found several copies of attempts made by St. Maries Wild Rice to get my parents to sign lease agreements. The first attempt, dated August 17, 1983, that I believe Mr. Jeffrey P Baker had a lawyer make up in which my father did not sign.

The second attempt took place at some date in 1984. Al Brunner signed the original copy; my father did not sign this attempt either.

The third attempt took place, October 23, 1985; again my father did not sign this agreement.

If there would have been a lease in hand at the time of the application, why continue for two more years to attain a lease agreement?

My mother has no record; in fact she stated that there is no lease agreement, and mentioned in her letter that both, she and my dad respected and trusted Mr. Baker and Mr. Brunner; to them that was good enough!

I also found in the IDWR 706 report, a change in the water right ownership from Al Bruner to Douglas McInturff. Number 2 on this form says, the following REQUIRED information must be submitted with this form.

B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other document indicating your ownership of the property and water right, or claim, in question, WITH ATTACHED LEGAL DISCRIPTION.

C. Either of the following, plat of property, or survey map clearly showing the location of the points of diversion, and place of use of your water right, or adjudication claim. (these are usually attached to your deed or on file with the county.)

In order to sell or transfer a water right, you have to first obtain one according to the water right license issued to St. Maries Wild Rice owners in 1983, they would have had to have a deed to the property to the place of use described on the license, according to the water glossary used by IDWR that definition according to that glossary states; APPURTENANT TO PLACE OF USE: A water right that belongs to the legal owner of the land described as the place of use on the water right.

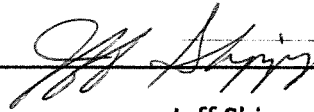
I believe in law that makes sense. I believe the law protects property owners. I believe the law would back the fact that you cannot sell what you do not own. Al Bruner could not have acquired that water right license because he had no deed to the land. He also could not have sold that license to Douglass McInturff because he did not own it, according to the verbiage written on it or the notice of change in ownership of the water right.

Maybe when the license was permitted the issuer mistakenly put the wrong name on the license. It seems plain to me that without a deed, title policy, contract of sale, or other document indicating ownership of the property, there could be no license issued.

Jeffrey P Baker, the president of St. Maries Wild Rice at the time, knows that there was no lease or any other legal document available to cause IDWR to issue the license to anyone else. Al Bruner could not sell what did not belong to him.

Appurtenant is an important word, it is on my deed of ownership, and the water right license that should have been issued to Aaron and Jeanne Robinson. Douglas or Darcy McInturff nor any of their agents will ever be able to access my property, so they will have no point of diversion on the property described on the license. I believe the only name that should be on a water right license should be Jeffrey C Shippy.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Shippy", is written over a solid horizontal line.

Jeff Shippy

LIST OF WITNESS

1. JEFFREY P BAKER
715 N CHRISHOLM CT.
POST FALLS, IDAHO 83854
2. CARTER FRITSCHLE
IDWR WATER RIGHTS ADJUDICATION SECTION MANAGER
322 E. FRONT STREET
P.O. BOX 83720
BOISE, IDAHO 83720-0098

RECEIVED

JUL 11 2016

DEPARTMENT OF
WATER RESOURCES

CERTIFICATE OF MAILING

I certify that on July 8, 2016 I mailed the original and copies of this Trial Brief including all attachments, to the following:

1. Original to:

Clerk of the District Court
CSRBA
P.O. Box 2707
Twin Falls, Idaho 83303-2707

☐ Overnight Mail
☒ Regular Mail
☐ Hand-delivered
☐ Facsimile

2. Copies to:

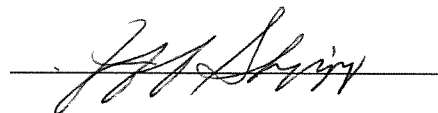
IDWR Document Depository
322 East Front St.
P.O. Box 83720
Boise, Idaho 83720-0098

☐ Overnight Mail
☒ Regular Mail
☐ Hand-delivered
☐ Facsimile

Darcy McInturff
Douglas McInturff
17786 E Canary Creek Rd
Cataldo, Idaho 83810

☐ Overnight Mail
☒ Regular Mail
☐ Hand-delivered
☐ Facsimile

Signature of person delivering this
document



LIST OF ATTACHMENTS

- A. WATER RIGHT LICENSE # 91-07094
PRIORITY DATED NOVEMBER 23, 1983
- B. A LETTER WRITTEN AND SIGNED BY MY MOTHER
DATED JUNE 3, 2016
- C. AN UNSIGNED LEASE REQUEST MADE BY MR. JEFFREY P BAKER
DATED AUGUST 17, 1983
- D. AN UNSIGNED LEASE REQUEST MADE BY AL W BRUNER
DATED 1984
- E. AN UNSIGNED LEASE REQUEST MADE BY THE PRESIDENT OF ST. MARIES WILD RICE
DATED OCTOBER 23, 1985
- F. IDWR FORM OF: NOTICE OF CHANGE OF OWNERSHIP FROM AL BRUNER TO DOUGLAS A
MCINTURFF
DATED AUGUST 17, 2005
- G. LETTER FROM AL BRUNER AND JUDITH C BRUNER OF ST MARIES WILD RICE HARVESTING
BUSINESS TO DOUGLAS P AND DARCY MCINTURFF ON SALE OF BUSINESS
DATED JULY 15, 2001
- H. IDWR APPLICATION FOR PERMIT FOR #91-7094 SIGNED BY L GLEN SAXTON
DATED NOVEMBER 22, 1983
- I. IDWR ASSIGNMENT OF PERMIT FORM FOR #92-7090
DATED SEPTEMBER 25, 1986
- J. DEED TO THIS PROPERTY
- K. RIDENBAUGH PRESS WATER GLOSSARY

Attachments

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 91-07094

Priority: November 23, 1983

Maximum Diversion Rate:

1.40 CFS

Maximum Diversion Volume:¹

210.0 AF

This is to certify, that ST. MARIES WILD RICE GROWERS

P.O. BOX 293

ST. MARIES ID 83861

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 4, 1983; and has submitted Proof of Beneficial Use on January 10, 1984. An examination indicates that the works have a diversion capacity of 5.080 cfs of water from:

UNNAMED STREAM

tributary to ST. JOE RIVER

ST. JOE RIVER

tributary to COEUR D ALENE LAKE

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.40 CFS	210.0 AF

LOCATION OF POINT(S) OF DIVERSION: LOT 2(NENW), Sec. 18, Township 46N, Range 01W
BENEWAH County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
46N	01W	7	SESW 10			10
		18	NWNE 20	SWNE 10	NENW 30	60

Total number of acres irrigated: 70

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for the lands above.

RECORDED

NOV 21 1991

State of Idaho
Department of Water Resources

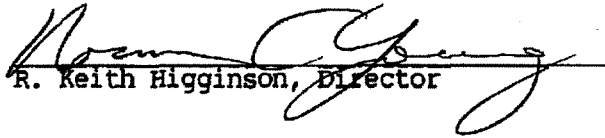
WATER RIGHT LICENSE

WATER RIGHT NO. 91-07094

CONDITIONS/REMARKS:

6. The issuance of this permit in no way grants any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 5th day of NOVEMBER, 1991.

Acting for  R. Keith Higginson, Director



NOV 21 1991

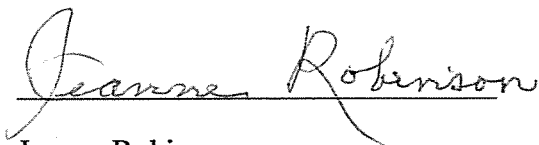
I am Jeanne Robinson, the widow of Aaron Robinson. I've lived most of my life in Saint Maries, Idaho. Wade and Grace Onthank, my parents, owned a farm, approximately four miles up the Saint Joe River. Their land consisted of approximately one mile of meadow land on one side of the highway, and timber land on the other side of the highway. The river often time flooded the meadow land; my father had a pump house to pump water from the meadow to harvest hay, to feed their cattle. My parents grew older and wished to move to Saint Maries, so Aaron and I bought their property.

Aaron was a logging contractor, employing many men. He was away from home during the week and bookwork was done in our home office on weekends.

Al Bruner saw that we were no longer using the meadow land for hay, and water stayed on it because there was no reason to pump it off. He came to our house with a plan for that land that would benefit us. He and Jeff Baker, were forming a company called, Saint Maries Wild Rice. Al said that he would plant and harvest rice on our meadow land. After the rice was harvested and dried we would receive one third of the profit and Saint Maries Wild Rice would receive two thirds of the profit, using half of their profit to maintain and harvest the rice field. After Al Bruner's second visit to our house, a verbal agreement was reached. We liked and respected, as honest men, Mr. Baker and Mr. Bruner. We were never sorry for doing business with them. Their verbal agreement worked well for everyone concerned.

Time Passed. My husband sold his logging business and retired. Saint Maries Wild Rice was sold; my son, Jeff Shippy, now owned the land, first owned by my parents. Mr. Baker and Mr. Bruner were out of the picture, and my son was now dealing with different ownerships. Sometimes they waited too long to harvest and much of the rice fell off the stock and was no longer harvestable. Some years they did not harvest at all.

Then one day, about two years ago he came to my house and started talking about water rights; how the water rights for our property were assigned to Saint Maries Wild Rice instead of us. There was no written contract nor lease agreement signed by us, Aaron and Jeanne Robinson, that would have made it right for Saint Maries Wild Rice to have water rights to our property.

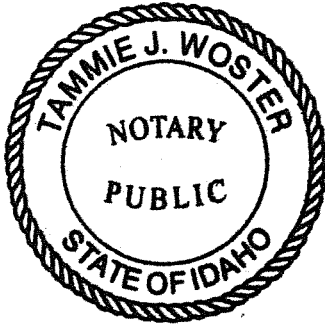
A handwritten signature in cursive script that reads "Jeanne Robinson". The signature is written in dark ink and is positioned above the printed name.

Jeanne Robinson

STATE OF IDAHO)
) ss.
County of Benewah)

On this 7th day of July, in the year 2016, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared, JEANNE ROBINSON, known or identified to me known to me to be the person whose name is subscribed to the above 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.




TAMMIE J. WOSTER
Notary Public, State of Idaho
Residing at St. Maries
Commission expires: 5-8-18

August 17, 1983

Mr. Jeffrey P. Baker
984 Wellwood Road #28R
Midvale, Utah 84047

Dear Mr. Baker:

You have requested that we express our agreement to enter into an agricultural lease for a portion of our property for the purpose of growing wild rice. We are agreeable to executing an agricultural lease for the premises with terms and provisions normally contained in agricultural leases in the St. Maries area consistent with the following:

1. The lease premises would be the portion of the property located along the St. Joe river near St. Maries, Idaho containing approximately 60 acres and described as follows: ()

2. The landlord will pay all real property taxes and assessments for the property. The tenant shall pay all other expenses related to the tenant's agricultural operations on the property.

3. The rent will be 1/3 of the tenant's net profit, payable at the time the crop is sold.

4. The term shall commence on the date of execution of the lease and shall terminate October 1, 1993.

5. The property will be available for plowing and planting preparation by September 1, 1983.

6. The tenant will maintain the property during the lease in as good condition as at the commencement, normal wear and tear and depreciation and damage from causes beyond the tenant's control excepted. The tenant will operate the premises in an efficient and husbandlike manner and will do such plowing, seeding, cultivating, and harvesting as will conserve and preserve the property.

7. The remaining provisions of the lease shall be subject to the reasonable approval of the parties or their counsel in form and content.

Very truly yours,

Aaron Robinson, Landlord



St. Maries Wild Rice, Inc.

Rt. 1, Box 24
Harrison, ID 83833
(208) 689-3524

PRODUCTION • PROCESSING • MARKETING

Mr. Aaron Robinson
10 Milwaukee Road
St. Maries, Idaho 83861

Dear Mr. Robinson;

The purpose of this letter is to reduce our heretofore verbal agreement, with regards to the land we lease from you, to writing. The reason for reducing our agreement to writing is we have incorporated our interests into St. Maries Wild Rice, Inc. and prefer to have all of our contracts and leases documented for the Corporation's files.

Our understanding of the terms of our verbal agreement are as follows:

1) Term

Term of the lease is ten (10) years with an option to renew for an additional ten (10) years.

2) Compensation

We are to pay you 25% of the net profit from the crop harvested from your land plus \$1000.00. The \$1000.00 is to be paid on or before October 1, of the first crop year and the 25% of the net profit to be paid after the crop is sold.

3) Additional Items

We have agreed to re-evaluate the compensation terms after the first crop year to determine the feasibility of compensating you based on a price per pound green weight rather than 25% of the net profit plus \$1000.

The above terms and conditions summarizes our understanding of our verbal lease agreement with you. If you concur with this understanding please sign and date one copy of this letter in the space provided and return it to the undersigned, retain the other copy for your files.

If you have any questions, please give me a call.

Sincerely,



A.W. Bruner

The above terms and conditions
agreed to this _____ day of
_____, 1984

Aaron Robinson

1985

copy

LEASE AGREEMENT

THIS LEASE AND AGREEMENT, made and entered into this 23rd day of October, 1985, by and between Aaron and Jeanne M. Robinson, herein referred to as "Lessors", and ST. MARIES' WILD RICE, INC., of St. Maries, Idaho, hereinafter called the "Lessee",

WITNESSETH:

That the Lessors, in consideration of the mutual covenants contained herein, and the rental consideration to be paid, do demise, lease and let, the following parcel of real property located in the County of Benewah, State of Idaho, and more particularly described as follows, to-wit:

That owned by the Lessors below Washington Water Power elevation of 2128 as referenced by the Post Falls Dam, and located north of the St. Joe River in Section 18, Township 46 North, Range 1 West which includes portions of Lot 1, 2, 7 and NWNE.

Also included in the lease is that protion below Washington Water Power elevation of 2128 located North of the St. Joe River and South of the St. Joe River Road in Section 7 and that portion North of the St. Joe River Road which includes portions of the SESW and SWSE of Section 7.

under the following terms and conditions:

PURPOSE OF LEASE:

The demised premises above described shall be used for the raising thereon of wild rice by the Lessee, and for no other purpose without the consent in writing of the Lessors.

TERM OF LEASE:

The term of this lease shall be for the 1985 crop year, and for the subsequent five crop years.

RENTAL:

As rent, the Lessors shall receive the value of one-third (1/3) of the crop of wild rice grown upon the real property above described which is the subject of this lease. The Lessors' share for the wild rice crop, shall be remitted in the sum of One and no/100 Dollars (\$1.00) per pound of "green weight" for the crop year 1985 for Lessors one-third (1/3) of the crop. This sum shall be remitted to Lessors by Lessee according to the following payment schedule:

a. Twenty-five per cent (25%) of the total of Lessors' share shall be paid within thirty (30) days of the date of delivery.

b. Twenty-five per cent (25%) of the Lessors' share shall be paid by December 31 of the same year.

c. The remaining fifty per cent (50%) of the total of Lessors' share shall be paid no later than March 1 of the following year.

It is understood that the future (after the 1985 crop year) price per pound of green weight wild rice is incapable of exact ascertainment at the time of the signing of this lease, because of fluctuation in the price thereof, as with other agricultural commodities. Wherefore, the price per pound green weight to be paid Lessors will be adjusted from year to year to reflect current market conditions, and said price established by certificate endorsed hereon. The Lessee represents and guarantees that for future years Lessors will be paid for their one-third (1/3) share of the crop at the same rate and in the same manner as other land owners leasing wild rice

acreage to Lessee in the St. Maries area. Title to the Lessors' share of the crop shall vest in Lessors at the time the crop comes into existence, and will remain in Lessors until they are paid in full for their share of said crop as herein provided. Within thirty days after completion of the operation, the Lessee will give to Lessors a statement showing the total quantity in pounds of wild rice taken from their property, and remittance of the rental hereunder shall be made in accordance with such statement. The Lessee may deduct any advances made to Lessors, or any other sums of money owing to Lessee by Lessors at the time of remitting the rent hereunder.

DEVELOPMENT COSTS:

Lessors agree to pay for necessary development costs of the land described herein, including but not limited to landleveling, diking, ditching, irrigation systems, seed bed preparation, seed, and planting, so as to render the land suitable and efficient for the growing of wild rice thereon. It is agreed that the work shall be done by or under the direction of Lessee, which will keep account of expenses incurred in performance of such work and improvements. The costs of such development work will be reimbursed by the Lessors to Lessee over a five (5) year period, and the amortized development cost will be deducted from the Lessors' share of the rent prior to remitting of said Lessors' share as herein set forth. The detail of specific work to be done and cost thereof and detail of repayment, may be the subject of a supplementary written agreement and amortization schedules between these parties. Each party agrees to execute additional agreements or documents as may be required to put into effect the terms and intent of this clause.

EQUIPMENT:

All necessary equipment for the proper and efficient farming and managing of the acreage described above, and for the harvesting of the wild rice crop therefrom during the term of this lease shall be provided by the Lessee.

RIGHT TO INSPECT:

The Lessors will not impede nor interfere with Lessee's management and operation of the land during the term of this lease, but subject to this, the Lessors do reserve the right to have access at all times to said lands, and to go upon the same to inspect the crop and the wild rice raising operation, or for any other lawful and legitimate purpose.

OBLIGATIONS OF LESSEE:

The Lessee agrees to manage and to farm the demised property in a good and workmanlike manner, and to keep all improvements thereon including diking, ditching, fencing, or other improvements in as good condition and repair as the same now are, reasonable depreciation excepted. The Lessee will comply with all local, state and federal laws, rules and regulations applicable to the farming operation conducted hereunder.

Lessee in its operation and farming of the acreage described herein will be solely responsible for such operation to all third parties, and they agree to indemnify and hold harmless the Lessors as against any liability or obligation arising to third parties by reason of Lessee's performance of this lease. Lessee will suffer or permit no liens to attach to the property, nor to the Lessors' share of the crop grown thereon during the term hereof.

Lessee shall not assign or sublet this lease without the written consent of the Lessors.

OBLIGATIONS OF LESSORS:

The Lessors covenant and agree that they are well seized of the real property the subject of this instrument, and have good right, full title and lawful authority to enter into this lease and agreement. The Lessors will pay all taxes and encumbrances against said property during the term hereof, and they guarantee unto Lessee quiet possession and enjoyment of said lease premises during the term hereof.

REMEDIES FOR BREACH:

In the event of breach of this lease by either party, the party who is in compliance with the terms and provisions hereof, and has not violated the same, shall have available to him all remedies available under the laws of the State of Idaho, including the right to damages which accrue by reason of such breach, and reasonable attorney's fees in enforcement of this lease. It is agreed however, that in the event of claimed breach of this lease and agreement on the part of Lessee, there cannot be any summary cancellation or rescission hereof, until the crop for the year in question has been harvested and delivered to Lessee according to the terms of this instrument. If the Lessee is found to have violated this lease, the remedies against him will not include forfeiture of the crop, nor transfer of title to the crop back to Lessors or to any third party. The parties hereto agree that the particular nature of the wild rice business in the St. Maries, Idaho area is such as to preclude the loss of the wild rice crop or wild rice seed by the Lessee herein, although any and all other remedies for breach of this lease agreement shall be available against the Lessee, as are available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed
this Lease Agreement this _____ day of _____,
1985.

Lessors

ST. MARIES WILD RICE, INC.

By _____
President

ATTEST:

Secretary

Lessee

STATE OF IDAHO)
 : ss.
County of Benewah)

On this _____ day of _____, 1985, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing LEASE AGREEMENT, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public, State of Idaho
Residing at: St. Maries
Commission expires:

STATE OF IDAHO)
 : ss.
County of Benewah)

On this _____ day of _____, 1985, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, known to me to be the President of St. Maries Wild Rice, Inc., and acknowledged to me that he executed said LEASE AGREEMENT for and on behalf of said corporation, and that said corporation executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public, State of Idaho
Residing at: St. Maries
Commission expires:

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

RECEIVED**AUG 17 2005****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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
92-07090					
91-07094					

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 usually attached to your deed or on file with the county).

OR

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 **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) Alexander Bruner Coeur d'Alene
5507 N. Parkwood Lane ID 83815
4. New Owner/Claimant(s) Douglas A. McInturff
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 17786 E. Canary Creek Rd.
 City, State and ZIP Code Cataldo ID 83810
- New Telephone Number 208 687-7308
5. Date you acquired the property 2/1/2001

SUPPORT DATA**IN FILE #** 91-07094**ATTACHMENT M**

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Logan A. McElroy

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.

For Office Use Only

Received by MM Date 8-17-05 Fee \$ 50.00
 Received by MM Date 8-17-05 Receipt No. 0078886
 Processed by _____ AJ Date _____ WR _____ Date _____

SALE OF WILD RICE HARVESTING BUSINESS

AGREEMENT

This AGREEMENT dated July 15TH, 2001 between Alexander W. Bruner (hereinafter Al Bruner) and Judith C. Bruner, husband and wife of Coeur d' Alene, Idaho, AND Douglas P. Mc Inturff and Darcy Mc Inturff, (hereinafter Doug Mc Inturff) husband and wife, of Garwood Idaho, is for the sale and transfer of all the wild rice harvesting and incidental equipment owned by the Bruners at St Maries Idaho. This sale and transfer will include all equipment, leases, water rights, harvest agreements, good will and other items, owned by the Bruners, associated with the wild rice industry in St Maries.

Al Bruner further agrees to assist Doug Mc Inturff by providing growing, harvest, technical, industry and other important information as may be reasonably required. He agrees that, without additional charge, he will train Doug Mc Inturff in the operation of the boats and harvesters as may be reasonably necessary during the summer and early fall of 2001. He will be available by telephone, family dinners and e-mail for advice beyond this period.

Al Bruner will assist in the transfer of the County lease on the building and will provide introductions to various persons associated with the business and industry in St Maries Idaho; Salem, Oregon and throughout the U.S. and Canada. He will also assist with obtaining necessary temporary laborers and boat operators.

Al Bruner also agrees to transfer the equipment, as listed, in a "field ready" condition not later than August 20, 2001. Excluded in the "field ready" condition is the utility boat which will be transferred in its present as is condition. A separate payment of \$1,265 will be made by Doug Mc Inturff toward the necessary equipment repairs.

Al Bruner will also do the preliminary investigations relative to new growing areas, and bidding on the Benewah wild rice harvest. For this, and other similar services as may be required, Doug Mc Inturff agrees to provide reimbursement for reasonable and actual expenses incurred plus a consulting fee of \$100.00 per day as approved in advance.

It is agreed that the total sale price shall be \$15,000.00. A down payment of \$5,000.00 was paid on July 15TH of 2001. And the remaining \$10,000.00 shall be paid in two equal payments of \$5000.00 each. The first within 30 days after the end of the 2001 harvest and the final payment in January of 2002.

The attached document titled, "EQUIPMENT, June 2001", lists the equipment to be included and is made a part of this sale agreement.

Signed this 15TH day of July, 2001

EQUIPMENT

June 2001

BUILDING: Pole frame 40' x 70'; constructed in 1986-87. 50'x 50'x 6" reinforced Concrete slab behind building.

The building is located on Benewah County property at the St Maries Airport. The lease is without charge. However, the building reverts to County ownership when no longer used in the wild rice industry. It will be necessary to meet with the County Commissioners and transfer ownership. The annual property taxes on the building and farm equipment are about \$300.

The 1996 flood did considerable damage to the sheetrock walls and insulation in the offices and bathroom and rendered the building unusable for food products in their final form. The structure of the building was not harmed. The traveling chain hoist is very handy and will lift the entire frame works from the boats when major repairs are needed. The sewer system is not hooked up.

The shed, ovens, gas equipment, fork lift, pallet jack and conveyor belong to Larry Payne of St Maries Wild Rice, Inc. of Salem Oregon. To keep the operation going he will need to cure, roast and store the rice there until it is shipped to Salem. I am sure he will be easy to get along with about the building and utilities cost sharing. I suspect he would be very receptive to giving up this work to you in the future.

WATER RIGHTS:

The existing water rights included are registered with the Idaho Department of Water Administration as No. 92-07090 and No. 91-07094. These are valuable and absolutely essential to the operation. They are legal licenses which permit pumping water from the rivers into the fields at the specified rate. The licenses pertaining to Jeff Bakers fields were given to him earlier.

EQUIPMENT:

Wild rice pontoon airboat harvester #1 (largest) complete with 16' impact header. While there has been little maintenance done in the last year, it does not appear to be in need of any major repairs. It is in need of a thorough cleaning, tuning and servicing including a carburetor overhaul most likely. The header needs the tray and most of the screening replaced. Other minor repairs are needed. The estimated cost to have it field ready \$350-450).

Wild rice pontoon harvester #2 (smaller) complete with 14' all aluminum header. It was not used last year and appears to be missing a few minor parts. It was in good operating condition the year before. It also needs a thorough cleaning,

RECEIVED

NOV 29 2006

WATER RESOURCES
WESTERN REGION

Pursuant to the "Sale of Wild Rice Harvesting Business Agreement", the transaction transpired as outlined, July 15, 2001. Douglas A. McInturff and Darcy D. McInturff purchased from Alexander W. Bruner and Judith C. Bruner, for the sum of \$15,000.00, the equipment listed under the "Equipment June 2001" attachment, along with the water rights numbers 92-07090 and 91-07094, as well as the rights to run the business.

Alexander W. Bruner

Alexander W. Bruner
5507 N. Parkwood Lane
Coeur d'Alene, ID 86815

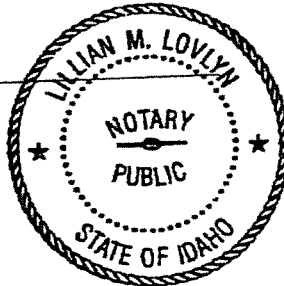
6/20/06
Date

Judith C. Bruner

Judith C. Bruner

6.20.06
Date

Lillian M. Lovlyn
Notary



6-20-06
Date

Douglas A. McInturff
Douglas A. McInturff
17786 E. Canary Creek Road
Cataldo, ID 83810

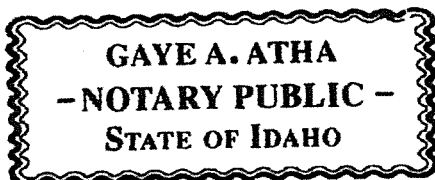
10-30-06
Date

Darcy D. McInturff
Darcy D. McInturff

10-30-06
Date

Gaye A. Atha
Notary

10/30/06
Date



Commission Expires
11/22/06

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant ST MARIES WILD RICE GROWERS Phone 689-3259
Post office address Box 293, St Maries, Idaho 83861
UNNAMED STREAM Diffused water tributary to St. Joe River - From item #10-36-4-4-93
2. Source of water supply St Joe River (which is a tributary of Coeur d'Alene Lake)
3. Location of point of diversion is NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18 Township 46N.
Range 1W B.M. Benewah County, additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 106 af for storage for (70 acres x 1.5 feet deep) purposes from March 1 to Nov. 30 (both dates inclusive)
(cfs or acre-feet per annum) irrigation
Amount 1.4 cfs for diversion to purposes from 3-1 to 11-30 (both dates inclusive)
(cfs or acre-feet per annum) storage
Amount 1.4 cfs for irrigation purposes from 3-1 to 11-30 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 106 af for irrigation purposes from 3/1 to 11/30* (both dates inclusive)
(cfs or acre-feet per annum) from storage *kw 11/21/1983
5. Total quantity to be appropriated:
a. 1.4 cubic feet per second and/or b. 106 acre-feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Existing 24" CMP with attached screw-
gate. Existing pump may be utilized to remove excess spring flood water or as
necessary to regulate desirable levels.
b. Height of storage dam na feet, active reservoir capacity 106 acre-feet; total reservoir
capacity _____ acre-feet, materials used in storage dam: _____
Period of year when water will be diverted to storage na to _____ inclusive.
(Month/Day) (Month/Day)
c. Proposed well diameter is na inches; proposed depth of well is _____ feet.
7. Time required for the completion of the works and application of the water to the proposed beneficial
use is 1 years (minimum 1 year - maximum 5 years).
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
(2) Amount of power to be generated: _____ horsepower under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: Irrigation for commercial wild rice,
agricultural use.

MICROFILMED

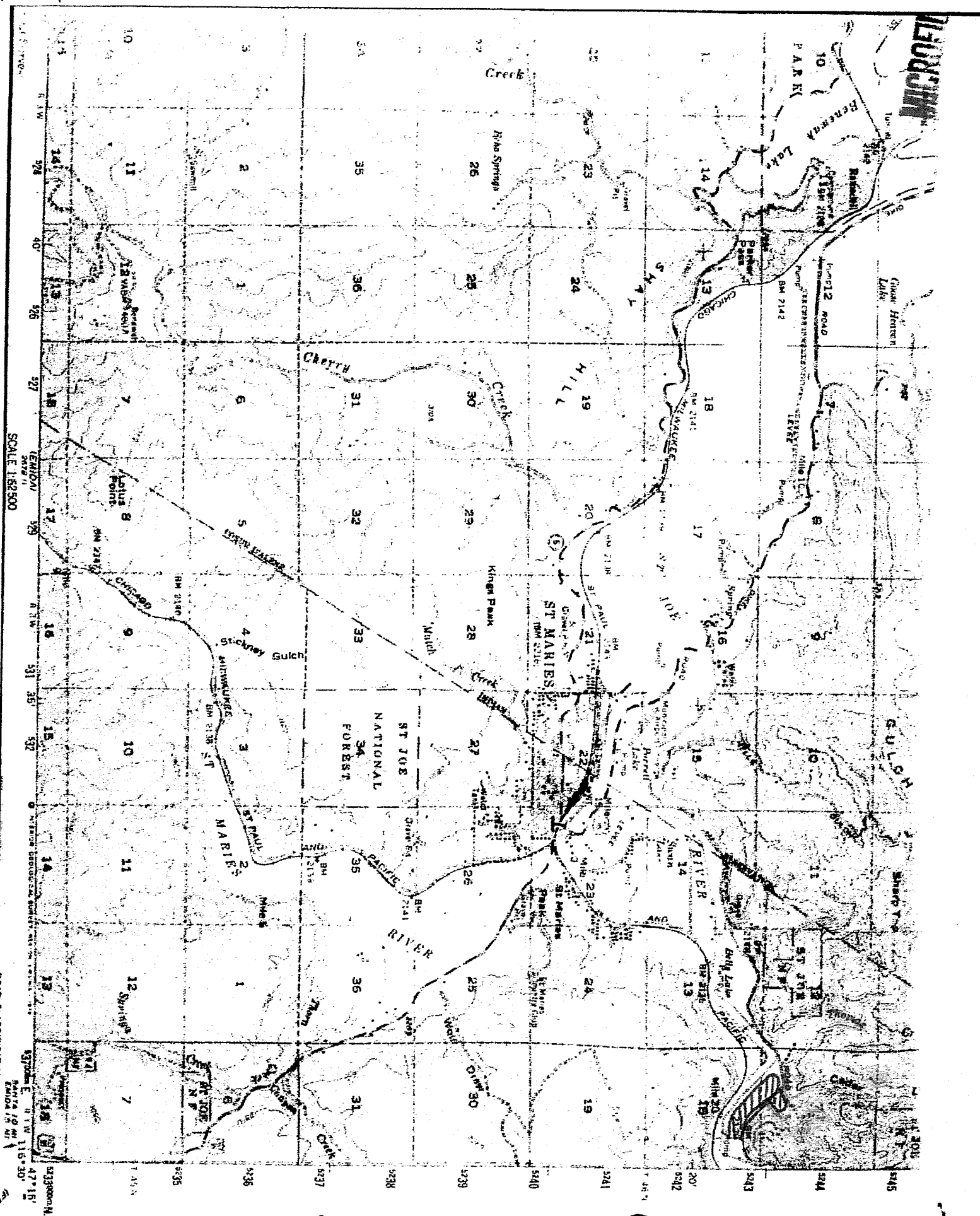
ATTACHMENT A

[illegible]

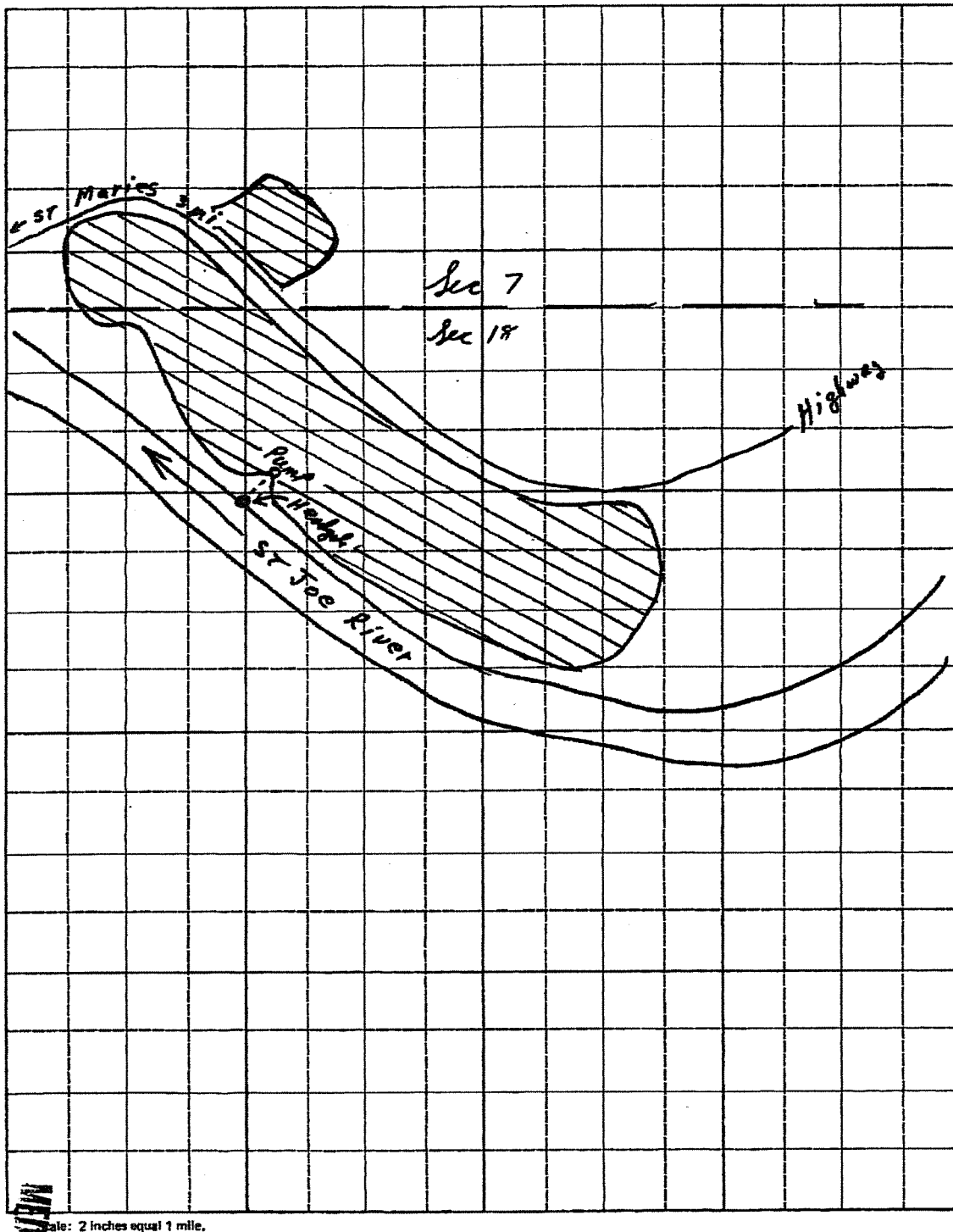
9. a. Who owns the property at the point of diversion Aaron Robinson
b. Who owns the land to be irrigated or place of use Aaron Robinson
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Long term lease with landowner receiving a share of crop.

10. Remarks Spring runoff water will be retained within the cultivated field beginning in March. This will be supplimented from StJoe River as needed to maintain an average 18" depth through the growing and harvest season.

WHERE IS THE LEASE?
IF THERE IS NOT ONE
HOW WAS THIS ISSUED?



11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Al W. Bruner
(Applicant)

PRESIDENT

MICROFILMED

Proposed Priority 10/4/83

Received by pm Date 10/4/83 Time 12:20 pm

Preliminary check by JK Fee \$ 65.00

Receipted by pm Date 10/4/83 (31364)

Publication prepared by pm Date 10/6/83

Published in A. Thier's Paper Press

Publication dates 10/12 ~ 19/83

Publication approved pm Date 11/5/83

Protests filed by: MSM

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by J. Blum Saxton

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State

o. 91-7094, and said application is hereby APPROVED.

Approval of said application is subject to the following limitations and conditions:

SUBJECT TO ALL PRIOR WATER RIGHTS.

Proof of construction of works and application of water to beneficial use shall be submitted on or before December 1, 19 84.

The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: The issuance of this permit in no way grants any right-of-way or easement across the land of another.
The storage of water under this permit is contingent upon the certification of the dam and authorization of storage per the dam safety provisions of the Idaho Code.
Witness my hand this 22 day of November, 1983.

J. Blum Saxton
Chief, Operations Bureau

HOW DID THIS WATER RIGHT
GET GRANTED, WHEN ON THE
WATER RIGHT LICENSE IT IS
LISTED AS APPURTENANT TO THIS
PROPERTY ONLY?

SEP 29 1986

ASSIGNMENT OF PERMIT

Department of Water Resources

I, Al Bruner representing
ST. MARIES WILD RICE GROWERS, hereby assign to ST. MARIES WILD RICE INC.
of PO Box 293, St Maries, Idaho 83861
Address

CHECK ONE



All my right, title, and interest in and to Permit No. 92-7090
to appropriate the public waters of the State of Idaho.



The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 25th day of September, 19 86.

X Al W Bruner
Permit Holder
CO owner/manager

Spouse of Permit Holder

State of Idaho)
County of Bernewah) ss.

On this 25th day of September, 19 86, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

Genevieve S. Tester
Notary Public residing at St. Maries
Lifetime Commission

My commission expires:

Lifetime MAR 09 1987

MICROFILMED

ATTACHMENT H

Recording requested by:
Andrew P. Doman
Christensen & Doman, P.C.
907 Main Avenue
St. Maries, ID 83861

When recorded return to:
Andrew P. Doman
Christensen & Doman, P.C.
907 Main Avenue
St. Maries, ID 83861

258617

RECEIVED

2010 NOV 3 PM 4 09

BENEWAH COUNTY
J. MICHELE REYNOLDS, CLERK
Handwritten signature
To Christensen & Doman
907 Main Ave
St. Maries ID 83861

QUITCLAIM DEED
(WITH AFTER-ACQUIRED TITLE)

QUITCLAIM DEED made this 28th day of October, 2010, between JEFFREY C. SHIPPY and DEANNA D. SHIPPY, husband and wife, of 95 Ferguson, St. Maries, Idaho 83861, as Grantors, and CEDAR CREEK RANCH, LLC, a limited liability company, of 95 Ferguson, St. Maries, Idaho 83861, as Grantee.

WITNESSETH:

For good and valuable consideration received Grantors quitclaim to Grantee, all their right, title and interest in the real property located in the County of Benewah, State of Idaho described as follows, to-wit:

The South Half of Section 7, Township 46 North, Range 1 West of the Boise Meridian, Benewah County, Idaho.

EXCEPTING THEREFROM the West Half of Government Lot 3, the West Three Fourths of Government Lot 4, all of Government Lot 5, and a parcel of land which lies in Government Lot 6, Section 7, Township 46 North, Range 1 West of the Boise Meridian, between the St. Joe Highway right-of-way and the St. Joe River, which east line is the common section line to Sections 7 and 8, deeded to M. J. Spiesman and Mary L. Spiesman, his wife, by Wade H. Onthank and Grace Onthank, his wife, by Warranty Deed dated November 1, 1965, recorded December 8, 1965, in Book O-2 if Deeds, page 574,

QUITCLAIM DEED

Instrument No. 106393, records of Benewah County, Idaho.

ALSO EXCEPTING THEREFROM a parcel in the Southeast Quarter of the Southwest Quarter of Section 7, Township 46 North, Range 1 West of the Boise Meridian, Benewah County, Idaho, as disclosed by Warranty Deed, by and between, Aaron C. Robinson and Jeanne M. Robinson, Husband and Wife, and Grace Onthank, a widow, and Jimmy Joe Robinson and Karen Marie Robinson, Husband and Wife, recorded February 4, 1983 as Instrument No. 158168, records of Benewah County, Idaho.

and

The Northwest Quarter of the Northeast Quarter and Government Lots 1, 2, and 7, Section 18, Township 46 North, Range 1 West of the Boise Meridian, Benewah County, Idaho.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, including any interest therein which Grantors may hereafter acquire.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantees and to their heirs and assigns forever.

IN WITNESS WHEREOF, Grantors have hereunto set their hand the day and year

first above written.


JEFFREY C. SHIPPY

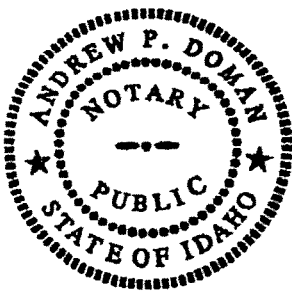

DEANNA D. SHIPPY

258617

STATE OF IDAHO)
 : ss
County of Benewah)

On this 28th day of October, in the year 2010, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared, JEFFREY C. SHIPPY and DEANNA D. SHIPPY, known to me to be the persons whose names are subscribed to the above and foregoing QUITCLAIM DEED, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



A handwritten signature in black ink, appearing to read "A. P. Doman", written over a horizontal line.

Notary Public, State of Idaho

Residing at: St. Maries

Commission expires: 10-15-14

CedarCreekRanch\establish\lto\qcd.wpd

QUITCLAIM DEED

**THIS MAP IS NOT
It is Informational for
Property Assessment Only.**

THIS SKETCH IS FURNISHED WITHOUT
CHARGE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING SAID PREMISES
AND THE FIRST AMERICAN TITLE COMPANY
ASSUMES NO LIABILITY FOR INACCURACIES
THEREIN.

2	1
11	12
14	13
23	24
26	25
35	36

Section 7

- # 400 WILFRED DUCOMMON
- # 958 JIMMY JOE ROBINSON

Section 9

- # 240 WALTER PATTERSON
- 1- WALTER PATTERSON

Section 17

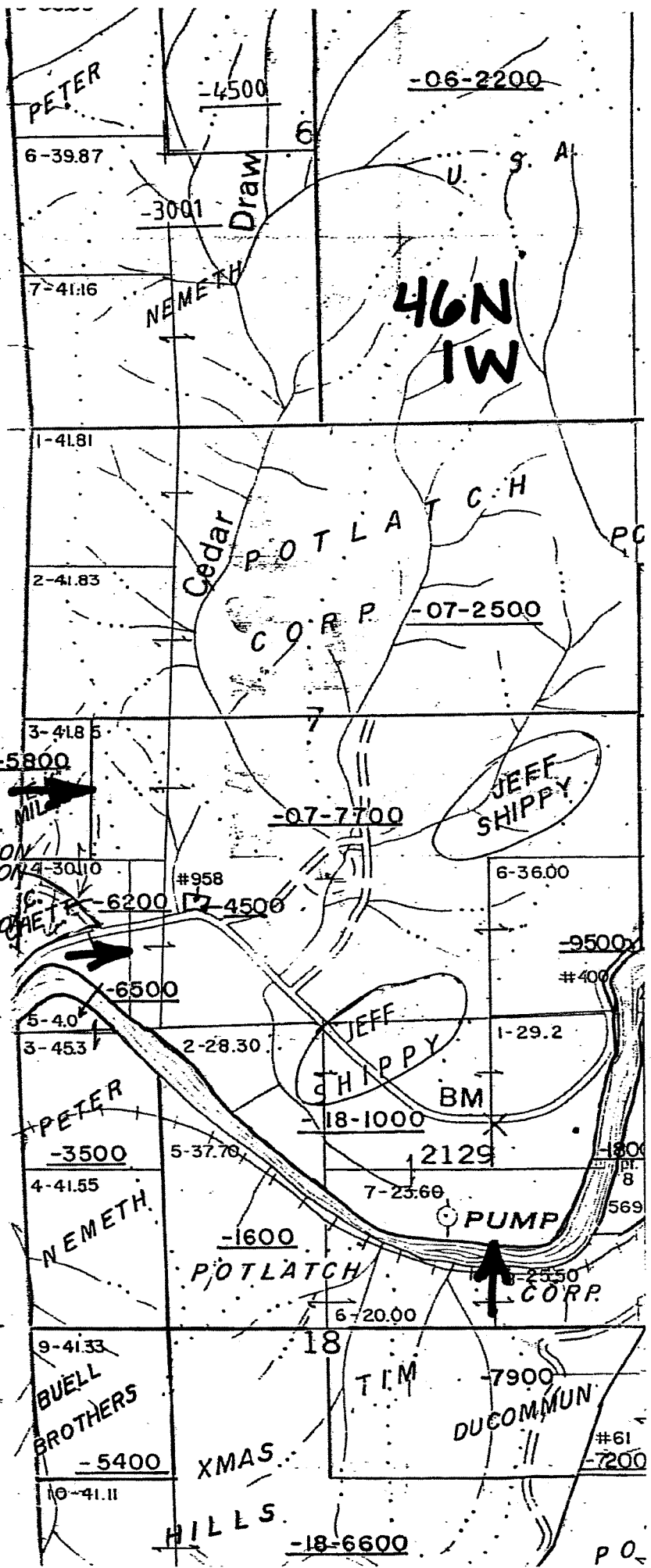
- # 576 RICHARD SCHUMACKER

Section 18

- # 569 NEIL STEWART

Section 22

- # 60 ST. JOE RIVERSIDE TRACTS
- # 293 JAMES McDOLLE



COUNTY,

D

WEEK OF
Update soon!



Welcome to
Ridenbaugh
Press!



National Water
Rights Digest
Snake River
Basin
Adjudication
Digest
Idaho Public
Affairs Digest

OUR
CATALOGUE



CRD
Services
Client Relations
Development
grows
your client base

On the Road
48 states/14
months:
What we saw ...



Drop us a
line



Watch for updates!



See us in Navigator
3.0

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WATER GLOSSARY

Terms and definitions are based on material developed by the Metropolitan Water District of Southern California, the Texas Environmental Center, the Department of Water Resources of Nevada, the Idaho Department of Water Resources, and other materials.

ABANDONED WATER RIGHT A water right which was not put to beneficial use for a number of years, generally 5 to 7 years.

ABANDONED WELL A well which is no longer used. In many places, abandoned wells must be filled with cement or concrete grout to prevent pollution of ground water bodies.

ABOVEGROUND STORAGE TANK A non vehicular device (including any associated piping that is made of non earthen materials) located on or above the surface of the ground, or on or above the surface of the floor of a Structure below the ground, such as mineworking basement or vault; and designed to contain an accumulation of petroleum products.

ABSORB To take in. Many things absorb water.

ACID a substance that has a pH value between 0 and 7.

ACRE FEET The amount of water required to cover one acre one foot deep. Also abbreviated as ac-ft.

ACRE-FOOT An expression of water quantity. One acre-foot will cover one acre of ground one foot deep. An acre-foot contains 43,560 cubic feet, 1,233 cubic meters, or 325,829 gallons (U.S.).

ADJUDICATION A court proceeding to determine all rights to the use of water on a particular stream system or ground water basin.

AERATION The process of bubbling air through a solution, sometimes cleaning water of impurities by exposure to the air.

ALKALINE Quality of being bitter due to alkaline content (pH is greater than 7)

APPLICATION, WATER RIGHT An official request for permission to initiate a water right; includes a description of the proposed project, a map of the project and a legal description of the property involved.

APPROPRIATE To authorize the use of a quantity of water to an individual requesting it.

APPURTENANT TO PLACE OF USE A water right that belongs to the legal owner of the land described as the place of use on the water right

AQUA Prefix meaning water.

AQUEDUCT A man-made pipe or conduit made for bringing water from a source.

AQUICLUDE A formation which, although porous and capable of absorbing water slowly, will not transmit water fast enough to furnish an appreciable supply for a well or a spring.

AQUIFER A water bearing stratum of permeable rock, sand, or gravel.

ARID An adjective applied to regions where precipitation is deficient in quantity; where agriculture is impractical without irrigation.