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Attorneys for Kerry N. Brennan

COPY

RECEIVED
FEB 28 2020
DEPARTMENT OF
WATER RESOURCES

**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) Subcase #s 78-12504 & 78-12505
Case No. 39576) Stipulation & Agreement
_____)

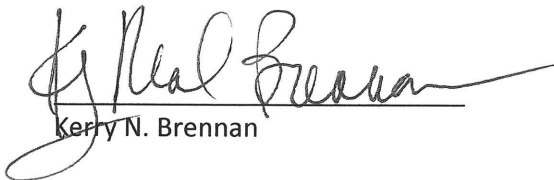
The undersigned parties, Kerry N. Brennan ("Brennan") and William H. Lenhart ("Lenhart"), stipulate and agree as follows:

1. Lenhart will, within thirty (30) days, hire a qualified well-driller to drill a water well on the parcel identified as Parcel D on the attached Exhibit 1. Brennan currently owns Parcel D and Brennan hereby consents to the drilling of said well. Said well will be drilled using usual and customary procedures/practices/precautions, with special attention being given to the immediate and future non-pollution of nearby water sources, including but not limited to the existing well on the Brennan property, Squaw Creek and the Little Salmon River.
2. Lenhart will pay all expenses associated with the drilling of said water well.
3. Prior to the start of said drilling, Lenhart will also obtain all signatures on the fully-executed deed attached hereto as Exhibit 2, and Brennan will obtain all signatures on the fully-executed deed attached hereto as Exhibit 3, which describes the North 45 feet of the 0.215 acre parcel shown on Exhibit 1.
4. At the conclusion of said drilling, the well-driller will be paid in full by Lenhart, and Lenhart will indemnify Brennan against any claims brought and/or liens filed by said well-driller against

Brennan and/or Brennan's property. Lenhart will simultaneously procure said well-driller's signature on a full release of all claims and mechanic's liens.

5. Then, if the newly-drilled well will produce the water necessary to fill Lenhart's claimed water right #78-12504, Lenhart will have a reasonable amount of time (not to exceed 180 days) in which to install piping, electrical service and other equipment (all at Lenhart's sole cost) to enable him to pull water from the newly-drilled well to satisfy his water right #78-12504. As soon as Lenhart is thus able to pull water from said newly-drilled well, Lenhart will cease pulling water from the existing well on the Brennan property and Lenhart will cap all pipes leading from said existing well to the Lenhart property. At the same time, the two above-referenced deeds will be exchanged so that they can be recorded. The deed from Lenhart to Brennan will be given to Brennan, and the deed from Brennan to Lenhart will be given to Lenhart. Each party will be responsible for recording the deed so received. Each party will co-operate in obtaining a lot line adjustment from Idaho County.
6. Upon exchange of deeds as aforesaid, the parties will inform this Court that they each withdraw all objections to each other's claimed rights, specifically 78-12504 and 78-12505, and they each hereby stipulate that this Court can decree 78-12504 and 78-12505 as recommended by the Director of IDWR, with the point of diversion for 78-12504 being the newly-drilled well, and the point of diversion for 78-12505 being the existing well on the Brennan property. Neither party will thereafter object or file a protest to the other party's current and/or future use of the water produced by the respective wells.
7. The invoice from Joel Droulard (to supply a legal description of the above-referenced Parcel D) will be split equally between the parties.
8. Should the new well drilled on Parcel D not produce enough water to satisfy Lenhart's water right #78-12504, the following will occur: (a) Lenhart will immediately pay the well-driller in full and procure said well-driller's signature on a full release of all claims and mechanic's liens. In this event, Lenhart will use a release to be drafted by Brennan's legal counsel. Lenhart will fully indemnify Brennan against any claims brought and/or liens filed by said well-driller against Brennan and/or Brennan's property. (b) Lenhart will assure that the new well hole is safely capped. (c) The two above-referenced deeds will not be exchanged. (d) The invoice from Joel Droulard will be split equally between the parties. (e) Except as referenced above, the parties will be returned to their status as existing prior to this Stipulation and Agreement.

Dated this 26 day of February, 2020.


Kerry N. Brennan

William H. Lenhart, individually and as Trustee of the
William H. Lenhart Living Trust dated 19 Nov. 1993

Brennan and/or Brennan's property. Lenhart will simultaneously procure said well-driller's signature on a full release of all claims and mechanic's liens.

5. Then, if the newly-drilled well will produce the water necessary to fill Lenhart's claimed water right #78-12504, Lenhart will have a reasonable amount of time (not to exceed 180 days) in which to install piping, electrical service and other equipment (all at Lenhart's sole cost) to enable him to pull water from the newly-drilled well to satisfy his water right #78-12504. As soon as Lenhart is thus able to pull water from said newly-drilled well, Lenhart will cease pulling water from the existing well on the Brennan property and Lenhart will cap all pipes leading from said existing well to the Lenhart property. At the same time, the two above-referenced deeds will be exchanged so that they can be recorded. The deed from Lenhart to Brennan will be given to Brennan, and the deed from Brennan to Lenhart will be given to Lenhart. Each party will be responsible for recording the deed so received. Each party will co-operate in obtaining a lot line adjustment from Idaho County.
6. Upon exchange of deeds as aforesaid, the parties will inform this Court that they each withdraw all objections to each other's claimed rights, specifically 78-12504 and 78-12505, and they each hereby stipulate that this Court can decree 78-12504 and 78-12505 as recommended by the Director of IDWR, with the point of diversion for 78-12504 being the newly-drilled well, and the point of diversion for 78-12505 being the existing well on the Brennan property. Neither party will thereafter object or file a protest to the other party's current and/or future use of the water produced by the respective wells.
7. The invoice from Joel Droulard (to supply a legal description of the above-referenced Parcel D) will be split equally between the parties.
8. Should the new well drilled on Parcel D not produce enough water to satisfy Lenhart's water right #78-12504, the following will occur: (a) Lenhart will immediately pay the well-driller in full and procure said well-driller's signature on a full release of all claims and mechanic's liens. In this event, Lenhart will use a release to be drafted by Brennan's legal counsel. Lenhart will fully indemnify Brennan against any claims brought and/or liens filed by said well-driller against Brennan and/or Brennan's property. (b) Lenhart will assure that the new well hole is safely capped. (c) The two above-referenced deeds will not be exchanged. (d) The invoice from Joel Droulard will be split equally between the parties. (e) Except as referenced above, the parties will be returned to their status as existing prior to this Stipulation and Agreement.

Dated this 25 day of February, 2020.

Kerry N. Brennan



William H. Lenhart, individually and as Trustee of the
William H. Lenhart Living Trust dated 19 Nov. 1993

STATE OF IDAHO)
) ss.
County of _____)

On this the _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **WILLIAM H. LENHART**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same in his individual capacity and as Trustee of the William H. Lenhart Living Trust dated 19 November 1993.

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

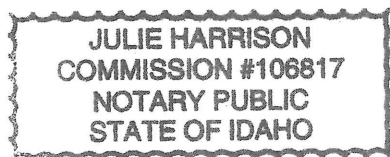
NOTARY PUBLIC FOR IDAHO

My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Ada _____)

On this the 26th day of Feb., 2020, before me, a Notary Public in and for said State, personally appeared **KERRY N. BRENNAN**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same.

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

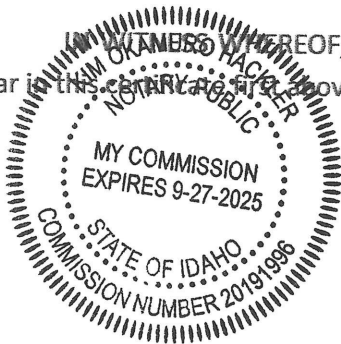


Julie Harrison
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 03/08/2024

STATE OF IDAHO)
) ss.
County of Idaho)

On this the 25 day of February, 2020, before me, a Notary Public in and for said State, personally appeared **WILLIAM H. LENHART**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same in his individual capacity and as Trustee of the William H. Lenhart Living Trust dated 19 November 1993.

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



Kim Okamura Hackler
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 09/27/2025

STATE OF IDAHO)
) ss.
County of _____)

On this the _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **KERRY N. BRENNAN**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

CERTIFICATE OF MAILING

I hereby certify that on February 27, 2020, I mailed the original and copies of this Stipulation and Agreement, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court Via Federal Express
Snake River Basin Adjudication
253 Third Avenue North
Twin Falls, ID 83303-2707

2. One copy to Kerry N. Brennan at the following address:

Kerry N. Brennan
P.O. Box 251
Riggins, ID 83549

3. One copy to William H. Lenhart at the following address:

William H. Lenhart
P.O. Box 512
Riggins, ID 83549

4. Copies to:

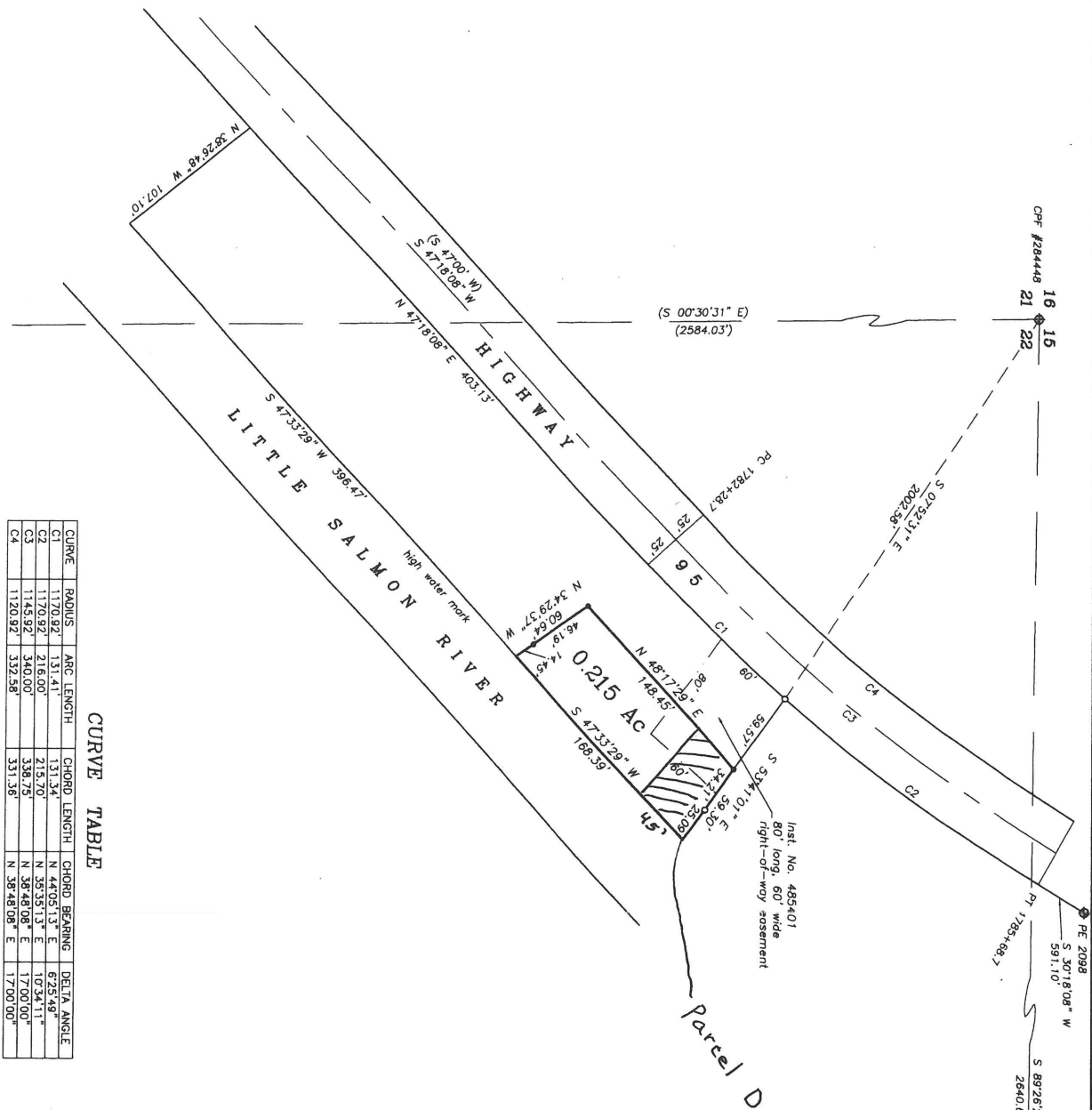
IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Division
550 W. Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010

Brian L. McMahan

Brian L. McMahan, Attorney for
Kerry N. Brennan



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1170.92	131.41	331.34	N 44°05'17" E	8°54'49"
C2	1170.92	216.00	215.70	N 38°51'13" E	10°34'11"
C3	1145.92	346.00	338.75	N 38°48'08" E	17°00'00"
C4	1120.92	335.98	331.36	N 38°48'08" E	17°00'00"

CPF #353819
1/4 COR 21 22
MONUMENT DESTROYED
BY ROAD CONSTRUCTION

Droulard Land Surveying, Inc.
P.O. Box 69
McCall, Idaho, 83638
208-630-3423
www.DroulardLandSurveying.com
joel@droulard.com

RECORD OF SURVEY
situate in the south west $1\frac{1}{4}$ of the north west $1\frac{1}{4}$
Section 22, T. 24 N., R. 1 E., B.M.,
Idaho County, Idaho
for
KERRY BRENNAN

1/4 COR
15
22
CPF #353818

Book 5 Page 3285
of Records of Survey

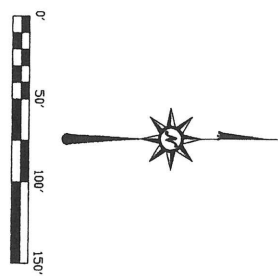
inst no 486338
02/19/15

i, Joel W. Druland, a Registered Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made by me in Feb. of 2015, and that it correctly represents the points, courses and distances as recorded in said field notes.



LEGEND

- o Found 5/8 inch dia. rebar
 - ◆ Found brass cap
 - ◆ Found aluminum cap
 - Set 1/2" x 24" rebar w/plastic cap
 - () Record data in parentheses
- Bearings based on surveys and deeds of record



RIVER

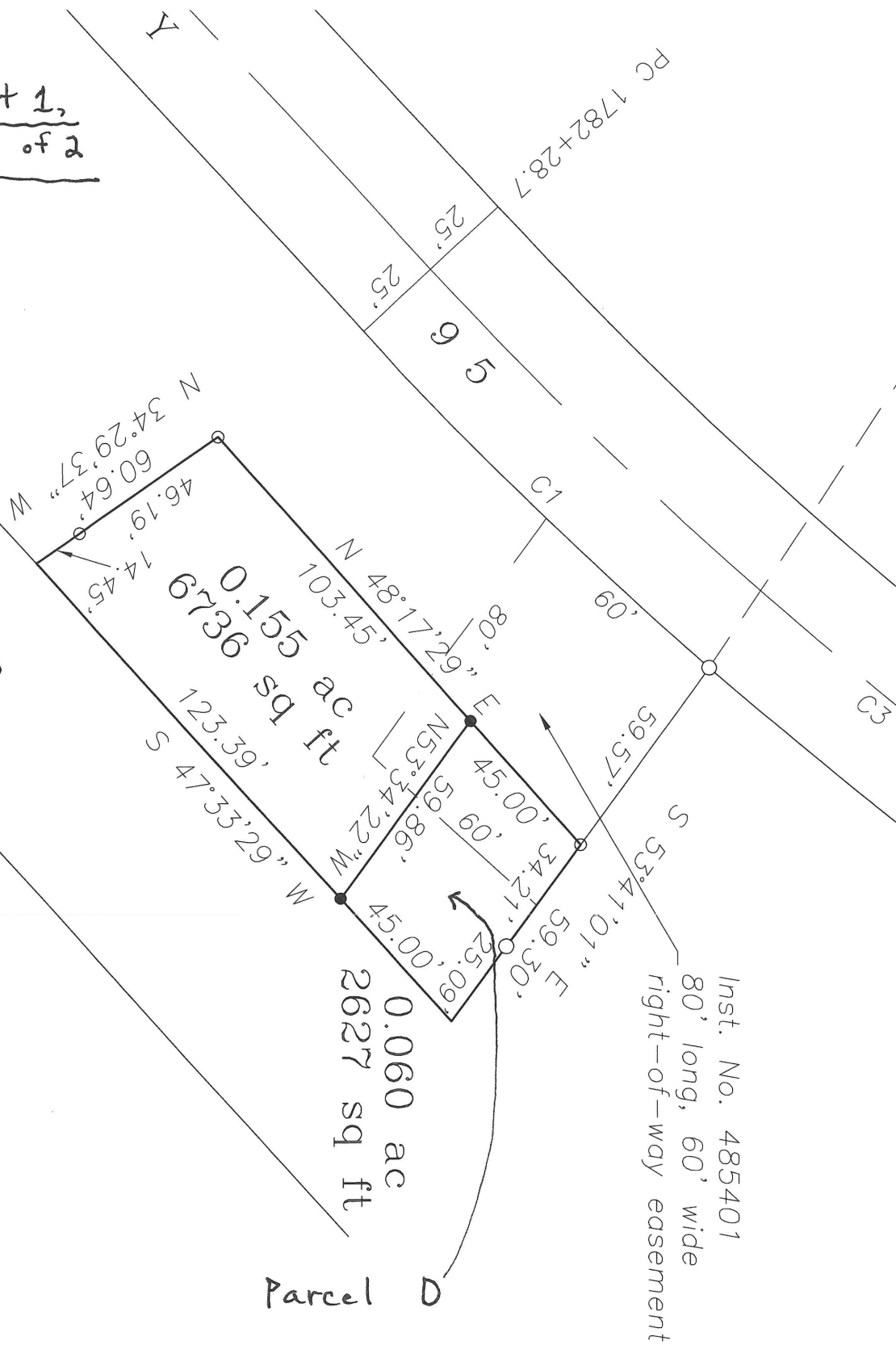


EXHIBIT 2

QUITCLAIM DEED

FOR VALUE RECEIVED, William H. Lenhart, individually and as Trustee of the William H. Lenhart Living Trust dated November 19, 1993, and Mindy Rae Murdock, as to any interest she might have (including but not limited to a life estate), Grantors, do hereby convey, release and forever quitclaim unto Kerry Brennan aka Kerry N. Brennan, Grantee, whose current address is P.O. Box 251, Riggins, Idaho 83549, all of their right, title and interest, together with all right, title and interest hereinafter acquired by Grantors, in the following water rights, with all appurtenances, located in Idaho County, State of Idaho, to wit:

All water rights associated with that certain currently-existing well located on Grantee's property located in the SWNW of Section 22, T24N, R01E, Boise Meridian, Idaho County, Idaho, including but not limited to those water rights known by the Idaho Dept of Water Resources as Water Right #78-12504 and Water Right #78-12505.

DATED this ____ day of _____, 2020.

William H. Lenhart, individually and as Trustee of the
William H. Lenhart Living Trust dated 19 Nov. 1993

Mindy Rae Murdock

STATE OF IDAHO)
) ss.
County of _____)

On this the ____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **MINDY RAE MURDOCK**, known or identified to me to be the person that executed this instrument, and acknowledged to me that she executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)

) ss.

County of _____)

On this the ____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **WILLIAM H. LENHART**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same in his individual capacity and as Trustee of the William H. Lenhart Living Trust dated 19 November 1993.

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

NOTARY PUBLIC FOR IDAHO

My Commission Expires: _____

EXHIBIT 3

QUITCLAIM DEED

FOR VALUE RECEIVED, Kerry Brennan aka Kerry N. Brennan, Grantor, does hereby convey, release and forever quitclaim unto William H. Lenhart, as Trustee of the William H. Lenhart Living Trust dated November 19, 1993, and unto Mindy Rae Murdock, as to a life estate in the property described below, Grantees, whose collective current address is P.O. Box 512, Riggins, Idaho 83549, all of his right, title and interest, together with all right, title and interest hereinafter acquired by Grantor, in the following premises, with all appurtenances, located in Idaho County, State of Idaho, to wit:

See Exhibit Z attached hereto and incorporated herein by this reference.

DATED this ____ day of _____, 2020.

Kerry Brennan

STATE OF IDAHO)
) ss.
County of _____)

On this the ____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **KERRY BRENNAN**, known or identified to me to be the person that executed this instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

Exhibit Z

DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD, PRES.
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

TELEPHONE 208-630-3423
E-MAIL JOEL@DROULARD.COM

February 24, 2020

BRENNAN 0.060 ACRE SALE PARCEL **Section 22, T. 24 N., R. 1 E.**

A parcel of land situate in the south west 1/4 of the north west 1/4 of Section 22, Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the north west corner of Section 22, Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho; thence, S. 07° 52' 31" E., a distance of 2,002.58 feet to a 5/8 inch diameter rebar on the south east right-of-way boundary of Highway 95; thence, S. 53° 41' 01" E., a distance of 59.57 feet to a 1/2 inch diameter rebar with a plastic cap, the REAL POINT OF BEGINNING:

Thence, continuing S. 53° 41' 01" E., a distance of 59.30 feet to the ordinary high water line on the northerly bank of the Little Salmon River,

Thence, S. 47° 33' 29" W., a distance of 45.00 feet along said ordinary high water line,

Thence, leaving said ordinary high water line, N. 53° 34' 22" W., a distance of 59.86 feet to a 1/2 inch diameter rebar with a plastic cap,

Thence, N. 48° 17' 29" E., a distance of 45.00 feet to the Point of Beginning, containing 0.060 acre, more or less.