

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 22 2020

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
71-2111	Yes ☐	Yes ☐		Yes ☐	Yes ☐
71-10104	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Brett Woolley, Daniel Woolley
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Woolley Family Properties, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 1204 Challis ID 83226
Mailing address City State ZIP
- ~~208-481-2204 (Brett)~~ 208-833-6060 bridgestworks@yahoo.com DJ WOOLLEY@CASTERTEL.NET
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 71-2111

8. Signature: Daniel Woolley Title, if applicable: _____ Date: 6/19/2020
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by SG Date 6/22/20 Receipt No. 5037995 Receipt Amt. \$50.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by JB Date 8-12-2020

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DEPT OF WATER RESOURCES
SOUTHERN REGION

*Attorneys for Plaintiffs Arrow A Ranch Limited Liability
Limited Partnership, Kenneth Smith, and
Woolley Family Properties, LLC*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

Arrow A Ranch Limited Liability and
Limited Partnership, Kenneth Smith,
Woolley Family Properties, LLC,

Plaintiffs,

vs.

United States of America,

Defendant.

Case No. 4:18-cv-516-CWD

**AMENDED COMPLAINT FOR
DECLARATORY RELIEF AND TO
QUIET TITLE
(RS 2339)**

Plaintiffs, Arrow A Ranch Limited Liability Limited Partnership, Kenneth Smith,
Woolley Family Properties, LLC, by and through their attorneys of record, Barker
Rosholt & Simpson LLP, and for Complaint against Defendant United States of America,
hereby assert and allege as follows:

PARTIES

1. Plaintiffs, Arrow A Ranch Limited Liability Limited Partnership ("Arrow A"),
Kenneth Smith ("Smith"), Woolley Family Properties, LLC ("Woolley") are the current

owners of that certain real property and water rights described herein located in Custer County, Idaho. Plaintiffs' real property is irrigated from a point of diversion on the Salmon River, known by the United States Forest Service as the S39 diversion. The S39 diversion and some or all of the ditches from the S39 diversion to Plaintiffs' property cross land belonging to the Defendant United States of America ("United States") which is currently administered by United States Forest Service ("Forest Service"). This diversion and ditches are subject to a permanent easement or right-of-way arising under what is known as RS 2339 across the United States' property that is the subject of this lawsuit.

2. Defendant United States is the owner of that certain land located in Township 10 North, Range 13 East, Boise Meridian, in Custer County, Idaho which is burdened by Plaintiffs' right, title and interest in the easement or right-of-way described herein that is the subject of this action. The Forest Service currently administers the land held by the United States in Township 10 North, Range 13 East, Boise Meridian located in Custer County, Idaho that is at issue in this action.

JURISDICTION & VENUE

3. This Court has exclusive original jurisdiction of this action against the United States pursuant to 28 U.S.C. § 1346(f), as this action is brought under 28 U.S.C. § 2409a to quiet title in real property in which an interest is or may be claimed by the United States. The Defendant asserts or may assert some claim of ownership, use or possession of the real property situated within this State that is the subject of the lawsuit.

Jurisdiction and declaratory relief is further appropriate pursuant to 28 U.S.C. § 2201, as the court may declare the rights and other legal relations of any interested party seeking

such declaration, whether or not further relief is or could be sought.

4. Venue is proper in this District under 28 USC § 1391(b) as the property that is the subject of the action is located in this District and a substantial part of the acts or omissions giving rise to this action occurred in this District.

GENERAL ALLEGATIONS

5. This action is brought to adjudicate title to real property in which the United States claims an interest, other than a security interest or water rights. Specifically, Plaintiffs seek a determination that they have title to a diversion and ditches located on real property held by the United States.

6. Plaintiff Arrow A is the current owner of land located in Township 10 North, Range 13 East, sections 3, 10, 15 and 22. Plaintiffs' predecessor in title obtained title to this property by virtue of an application under the Homestead Act, Public Law 37-64, 12 Stat 392.

7. Plaintiff Kenneth Smith is the current owner of land located in Township 10 North Range, 13 East, Section 3. Plaintiff Smith's predecessor on title obtained title to this property by virtue of an application under the Homestead Act, Public Law 37-64. 12 Stat 392.

8. Plaintiff Woolley Family Properties, LLC are current owners of land located in Township 10 North, Range 13 East, Sections 2, 3 and in Township 11 North Range 13 East, Sections 34 and 35. Plaintiffs Woolley's predecessor in title, William Woolley, obtained title to this property by virtue of applications under the Homestead Act, Public Law 37-64. 12 Stat 392.

9. The Homestead Act required the applicant to live on the land for 3-5 years, and to

cultivate and improve the land to obtain title to the land from the United States.

Plaintiffs' predecessors in title obtained patents transferring title to the land from the United States between 1915 and 1937. When the United States transferred title to Plaintiffs' predecessors in interest, the patent transferred title to the land together with all appurtenances. Under the law of Idaho and the United States the term appurtenance includes existing ditches which transported water for irrigation and other beneficial uses.

10. Plaintiffs are the owners of decreed water rights for this same property. These water rights identify the point of diversion, place of use, quantity or rate of flow, period of use and priority dates. Plaintiffs' water rights include water right nos. 71-10117, 71-10631, 71-4033, 71-2111, and 71-10104. These rights were decreed in the Snake River Basin Adjudication (SRBA) through partial decrees issued in about 1999 and in a Final Unified Decree issued by the SRBA Court on August 27, 2014. The United States and the Forest Service were parties to the SRBA and are bound by the decrees of the SRBA Court.

11. Plaintiffs' water rights irrigate Plaintiffs' properties. The point of diversion is located at Township 10 North, Range 13 East, Section 15, lot 5 (SENWSW). The ditches conveying the water from the S39 point of diversion to Plaintiffs' properties are located on or cross land belonging to the United States, currently administered by the Forest Service.

12. The land in Townships 10 and 11 North, Range 13 East, Boise Meridian in Custer County, Idaho was originally held by the United States as part of the public domain subject to homesteading by the American people.

13. A series of Executive Orders issued in 1905, 1906 and 1908 by President

Roosevelt reserved some, but not all, of the land in Townships 10 and 11 North, Range 13 East, Boise Meridian in Custer County, Idaho for use by the Forest Service.

14. An Executive Order issued by President Wilson in 1913 modified the area in Townships 10 and 11 North, Range 13 East, Boise Meridian in Custer County, Idaho that had been reserved for the Forest Service by moving some boundaries and restoring some lands to the public domain and reserving other lands for the Forest Service.

15. In 1928, Congress affirmed the boundaries of the lands reserved for the Forest Service located in Townships 10 and 11 North, Range 13 East, Boise Meridian in Custer County, Idaho as modified by President Wilson's executive order of 1913.

16. The land in Township 10 and 11 North, Range 13 East, that was not reserved for the Forest Service was known by the United States as "the Salmon River Open Strip."

17. The properties now owned by Arrow A, Smith and Woolley described herein were not within the boundaries reserved for the Forest Service by President Roosevelt, as modified by President Wilson, and confirmed by Congress. The S39 diversion and ditches at issue herein were not located on land reserved for the Forest Service at that time. The S39 diversion and ditches were located within the Salmon River Open Strip.

18. 1974, Congress created the Sawtooth National Recreation Area (SNRA) and reserved the remaining public domain in Townships 10 and 11 North, Range 13 East, Boise Meridian in Custer County, Idaho for the Forest Service to be administered as part of the Sawtooth National Recreation Area (SNRA). The current boundaries of the SNRA now reserved for the Forest Service, encompass Plaintiffs' private property as well as and the land where the S39 diversion and the ditches are located.

19. Plaintiffs and their predecessors have enjoyed the use of the above-mentioned

water rights on this property through the S39 point of diversion and ditches located on federal land for many decades long preceding the creation of the SNRA and the reservation of additional land for the Forest Service. These water rights are essential to the use of the Plaintiffs' property for agricultural and pastoral beneficial purposes. The S39 point of diversion and ditches are illustrated on Exhibit A attached hereto.

20. Plaintiffs have recently have come to understand that the United States may assert the right to control Plaintiffs' use of water on Plaintiffs' land under Plaintiffs' water rights by exercising dominion and control over the S39 point of diversion and ditches that cross Defendant's land, contrary to law.

21. The Forest Service has taken the position that only the Court can determine the parties' legal rights. Accordingly, it has become necessary for Plaintiffs to seek a determination from this Court of their rights with respect to the S39 point of diversion and ditches located on or that cross Defendant's land.

22. Because of this actual and live controversy, Plaintiffs bring this quiet title and declaratory action to establish title in Arrow A, Smith and Woolley to the S39 point of diversion and ditches in the form of a permanent easement or right of way.

FIRST CLAIM FOR RELIEF
DECLARATORY RELIEF
(28 U.S.C. § 2201)

23. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 22 of this Complaint as though it were fully set forth herein.

24. Under 28 U.S.C. § 2201 this court may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.

25. Plaintiffs' predecessors in interest homesteaded property between 1915 and 1937, and received a patent deeds or titles to their properties. Pursuant to the Homestead Act, homesteaders had to cultivate the land, which included diverting the water and putting it to beneficial use.

26. Appurtenant to Plaintiffs' property were the S39 point of diversion and ditches necessary to convey water from the Salmon River to Plaintiffs' properties.

27. There is a real conflict with the United States over the Plaintiffs' rights and interests in the S39 point of diversion and ditches, and Plaintiffs seek an Order declaring the rights, duties and obligations concerning the named parties and all those claiming any interest in the property.

28. A judicial determination of all rights and responsibilities concerning the subject property is necessary and appropriate at this time and the Plaintiffs request an Order of this Court declaring and adjudging that Plaintiffs have a permanent real property interest and the right to use the S39 point of diversion and ditches located on or crossing Defendant's land as illustrated in Exhibit A.

SECOND CLAIM FOR RELIEF
QUIET TITLE
(Act of 1866 – RS 2339)

29. Plaintiffs reallege and incorporate by reference, applicable Paragraphs 1 through 28 of this Complaint, as though they were fully set forth herein.

30. Plaintiffs have a right-of-way to convey water and utilize this diversion and right-of-way, through the ditches to Plaintiffs' places of use on their property pursuant to the Act of July 26, 1866, also known as the Mining Act of 1866, Ch 262, §9, 14 Stat. 253 codified at 43 U.S.C. § 661. This Act is also known as RS 2339 from the Revised Statute

Section where it was once codified. FLPMA repealed the Act of 1866, but contained a savings provision pursuant to which rights acquired under the Act prior to FLPMA's enactment were not affected. *See* 43 U.S.C. §§ 1701, 1769. The 1866 Act provided, in pertinent part, as follows:

Whenever, by priority of possession, rights to use the water for mining, agricultural, manufacturing, or other purposes, have vested and accrued, and the same are recognized and acknowledged by the local customs, laws, and the decisions of the courts, the possessors and owners of such vested rights shall be maintained and protected in the same; and the right of way for the construction of ditches and canals for the purposes herein specified is acknowledged and confirmed....

43 U.S.C. § 661.

31. Plaintiffs hold vested Water 71-10117, 71-10631, 71-4033, 71-2111 and 71-10104, to use the water on Plaintiffs' property. The priority date for these water rights are 1919 to 1953, long before FLPMA repealed RS 2339. Therefore, these diversion, conveyance and ditch rights established prior to 1976 remain valid rights of way, based on the savings clause in FLPMA, use of the S39 diversion and ditches and the water rights used on these properties decreed pursuant to the laws of the State of Idaho.

32. Plaintiffs and their predecessors have continuously diverted water from the Salmon River to the place of use on Plaintiffs' privately owned land from diversion S39 and through ditches on Defendant's property primarily for irrigation and stockwater since at least 1919 and 1953 respectively.

33. The S39 diversion and ditches were located, at the time the diversions and ditches were originally constructed, on unoccupied and unreserved lands of the United States in the Salmon River Open Strip.

34. Plaintiffs have met all requirements under the Acts of Congress to acquire a

vested interest in the S39 diversion, conveyance of water, and easements for the ingress, egress, repair and maintenance of the right-of-way and appurtenant water rights.

35. All easements and appurtenances were attached to the land and transferred from the United States to Plaintiffs' predecessors in interest and eventually to Plaintiffs.

36. Plaintiffs seek an order quieting title to the right-of-way for ingress, egress, for conveyance of water, repair and maintenance of the S39 diversion and ditches shown on Exhibit A.

THIRD CLAIM FOR RELIEF
QUIET TITLE
(Homestead Act)

37. Plaintiffs reallege and incorporate by reference, Paragraphs 1 through 36 of this Complaint, as though they were fully set forth herein.

38. Plaintiffs have a right-of-way to convey water from the S39 point of diversion through the ditches on federal land to the places of use on Plaintiffs' land.

39. Title to Plaintiffs' property was originally acquired via the Homestead Act of 1862. Pursuant to the Homestead act, Plaintiffs' predecessors in interest were required to meet certain requirements, which included building structures, improving the land, cultivating crops, and generally putting the land to use for a period of years. Plaintiffs' predecessors constructed diversions and ditches to irrigate the land at issue herein. Plaintiffs' predecessors in interest applied for and were granted patents or deeds conveying title, which included any and all *appurtenances*, whether expressly stated or otherwise.

40. Any and all diversion, ditch and conveyance rights are easements and appurtenances which attached to the land and transferred from the United States to Plaintiffs' predecessors in interest and eventually to Plaintiffs, and are confirmed by RS

2340, Act of July 9, 1870, c. 235, § 17, 16 stat. 218.

41. Plaintiffs seek an Order quieting title to the right-of-way in Plaintiffs to the right of way shown in Exhibit A against Defendant, and any other persons that may claim any rights or interests.

ATTORNEY'S FEES AND COSTS

Plaintiffs have been required to bring this action to protect their property rights and for the necessary prosecution of this matter, Plaintiffs herein request an award of attorneys' fees and costs against the Defendant pursuant to Equal Access to Justice Act, 28 U.S.C. § 2412(b) and any other appropriate and applicable statutes, code and/or regulations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for a judgment of this Court as follows:

- A. For a Judgment from this Court decreeing that Plaintiffs have a permanent easement for the diversion and conveyance of water, and establishing a right-of-way from the S39 point of diversion to the place of use for ingress, egress, and to operate, repair, and maintain the easement;
- B. For a Judgment from this Court declaring the rights and interest of the parties hereto, ancillary to the permanent easement decreed herein, including the right to enter the land across which the right-of-way extends, for 50 feet on either side of the ditches for the purpose of cleaning, maintaining and repairing the ditch, canal or conduit with such personnel and equipment as is commonly used or is reasonably adapted to that work;
- C. For costs and fees incurred herein as appropriate under the Equal Access to Justice Act or otherwise; and,

D. For such other and further relief as the Court deems just and proper in the premises.

Dated this 22nd day of May, 2020.

BARKER ROSHOLT & SIMPSON LLP

/s/ Albert P. Barker

Albert P. Barker

Scott A. Magnuson

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 22nd, 2020, the forgoing **AMENDED COMPLAINT FOR DECLARATORY RELIEF AND TO QUIET TITLE** was electronically filed with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Christine G. England
Christine.England@usdoj.gov

/s/ Albert P. Barker

VALUATION SUMMARY SHEET

PAGE 1
DATE: 4/16/2020

TIME: 12:48:31

PARCEL NUMBER: RP 10N13E022401 A PROPERTY ADDRESS:

EFFECTIVE DATE: 12/21/1983
EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 0470000

NAME: WOOLLEY FAMILY PROPERTIES, LLC
% WOOLLEY, DANIEL EUGENELEGAL: LOTS 3,4
S2NW4,SW4
SEC 2 T10N R13E

ADDRESS: PO BOX 1204

CHALLIS ID 83226 OLD PARCEL #:

CAT	SHT	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	OTHER EXEMP
2		2019	13.940	AC	5,800				
5		2019	303.500	AC	19,120				

TOTALS: 317.440 24,920

DEED REFERENCES:	CAMA AREA #:	RELATED PARCELS:	SUB-SYS:	HOMEOWNERS:
DATE: 03/30/2015	1			NONE
250129-133				ZONING:
242504-06				PHOTO NUMBER:
241449-51				MAP NUMBER:
238350-52				INSP YEAR: 2019
224074-76				PARCEL TYPE:AG
TAX SPECIALS:				LOCATION CODE: 0315
991 961				SW UNITS:
				SW TYPES:

COMMENTS:

VALUATION SUMMARY SHEET

PAGE 1
DATE: 4/16/2020

TIME: 12:48:33

PARCEL NUMBER: RP 10N13E030001 A PROPERTY ADDRESS:

EFFECTIVE DATE: 01/01/1987
EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 0470000

NAME: WOOLLEY FAMILY PROPERTIES, LLC
% WOOLLEY, DANIEL EUGENELEGAL: LOT 1
TRACT 01-58
SEC 3 T10N R13E

ADDRESS: PO BOX 1204

CHALLIS ID 83226 OLD PARCEL #:

CAT	SHT	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	OTHER EXEMP
2		2019	50.000	AC	14,300				
5		2019	6.980	AC	440				
10		2019	1.000	AC	69,600				
31		2019			8,300				
32		2019			920				

TOTALS: 57.980 93,560

DEED REFERENCES:	CAMA AREA #:	RELATED PARCELS:	SUB-SYS:	HOMEOWNERS:
DATE: 03/30/2015	1			NONE
250129-133				ZONING:
242504-06				PHOTO NUMBER:
241449-51				MAP NUMBER:
238350-52				INSP YEAR: 2019
225151				PARCEL TYPE:AG
TAX SPECIALS:				LOCATION CODE: 0315
993				SW UNITS: 1
				SW TYPES: A

COMMENTS:

VALUATION SUMMARY SHEET

PAGE 1
DATE: 4/16/2020

TIME: 12:48:35

PARCEL NUMBER: RP 11N13E349010 A PROPERTY ADDRESS:

EFFECTIVE DATE: 01/01/2003

EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 0470000

NAME: WOOLLEY FAMILY PROPERTIES, LLC
% WOOLLEY, DANIEL EUGENELEGAL: LOT 1
SEC 34 T11N R13E

ADDRESS: PO BOX 1204

CHALLIS ID 83226 OLD PARCEL #: RP11N13E349010T

CAT	SHT	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	OTHER EXEMP
4		2019	5.670	AC	1,590				

TOTALS: 5.670 1,590

DEED REFERENCES:	CAMA AREA #:	RELATED PARCELS:	SUB-SYS:	HOMEOWNERS:
DATE: 03/30/2015	1			NONE
250129-133				ZONING:
242504-06				PHOTO NUMBER:
241449-51				MAP NUMBER:
238350-52				INSP YEAR: 2019
224074-76				PARCEL TYPE:AG
TAX SPECIALS:				LOCATION CODE: 0315
				SW UNITS:
				SW TYPES:

COMMENTS:

VALUATION SUMMARY SHEET

PAGE 1
DATE: 4/16/2020

TIME: 12:48:37

PARCEL NUMBER: RP 11N13E356001 A PROPERTY ADDRESS:

EFFECTIVE DATE: 12/22/1983
EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 0470000

NAME: WOOLLEY FAMILY PROPERTIES, LLC
% WOOLLEY, DANIEL EUGENELEGAL: LOTS 6,8
TRACT 862
SE4SW4
SEC 35 T11N R13E

ADDRESS: PO BOX 1204

CHALLIS ID 83226 OLD PARCEL #:

CAT	SHT	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	OTHER EXEMP
2		2019	71.670	AC	20,500				
5		2019	45.730	AC	2,880				
32		2019			370				

TOTALS: 117.400 23,750

COMMENTS:

DEED REFERENCES:	CAMA AREA #: 1	
DATE: 03/30/2015	RELATED PARCELS:	SUB-SYS:
250129-133		HOMEOWNERS: NONE
241449-51		ZONING:
238350-52		PHOTO NUMBER:
224074-76		MAP NUMBER:
222172-174		INSP YEAR: 2019
TAX SPECIALS:		PARCEL TYPE: AG
		LOCATION CODE: 0315
		SW UNITS:
		SW TYPES:

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DEPT OF WATER RESOURCES
SOUTHERN REGION

*Attorneys for Plaintiffs Arrow A Ranch Limited Liability
Limited Partnership, Kenneth Smith, and Woolley Family
Properties, LLC*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

Arrow A Ranch Limited Liability and
Limited Partnership, Kenneth Smith,
Woolley Family Properties, LLC,

Plaintiffs,

vs.

United States of America,

Defendant.

Case No. 4:18-CV-516-CWD

**STIPULATION FOR COMPROMISE
SETTLEMENT AND RELEASE OF
CLAIMS**

This Stipulation for Compromise Settlement and Release of Claims (the "Stipulation") is between Arrow A Ranch Limited Liability Limited Partnership, Kenneth Smith, and Woolley Family Properties, LLC, (collectively "Plaintiffs") and the United States of America and the United States Forest Service (collectively the "United States").

A. WHEREAS, Plaintiffs filed this action against the United States seeking to quiet title to a right-of-way for a diversion structure and ditch, and other appurtenances, partially located on National Forest System ("NFS") land within what was designated as the Sawtooth National Recreation Area in 1974 and those portions of the Ditch located on NFS land are more particularly located in SE1/4 NW1/4 SW1/4, and SW1/4 NW1/4, SE and NW1/4 NW1/4 Section 15, and NE1/4 NE1/4 Section 10 Township 10 North Range 13 East, Boise Meridian, Custer County, Idaho. The claims are more specifically set forth in Plaintiffs' Complaint (ECF No. 1).

B. WHEREAS, the parties have reached an agreement to settle the matter's

associated with the Right of Way for the Ditch.

C. WHEREAS, this Stipulation finalizes the terms of this Agreement and is made in consideration of the mutual promises contained herein.

D. WHEREAS, this Stipulation and Agreement settles and compromises the entirety of the claims that are the subject of this lawsuit.

NOW, THEREFORE, through their undersigned counsel, Plaintiffs and the United States hereby stipulate and agree as follows:

1. **Right of Way.** Plaintiffs claim a right-of-way for the Ditch pursuant to the Act of July 26, 1866, Ch 262 § 9, 14 Stat 1, 253, codified at 43 U.S.C. § 661 (collectively referred to as the 1866 Act), on and across NFS land as described and depicted on the land survey plat attached and fully incorporated into this Stipulation as **Figure 1** (hereinafter the "**Right-of-Way**"). Figure 2 attached hereto is a legal description of the Ditch on and across NFS land. The Right-of-Way encompasses the following water conveyance facilities located on NFS land in SE1/4 NW1/4 SW1/4, and SW1/4 NW1/4, SE and NW1/4 NW1/4 Section 15, and NE1/4 NE1/4 Section 10 Township 10 North Range 13 East, Boise Meridian, Custer County, Idaho:
 - a. A historic diversion on the Salmon River, commonly known as S39, being a wood and steel headwall, approximately 15 feet wide, 5 feet tall, with steel headgate and a boulder and earthen diversion protruding into the Salmon River. The diversion facility includes a measuring device made of steel, fish screens made of steel and concrete and steel gates on the diversion ditch.
 - b. An open, earthen ditch, approximately 8 feet wide and carries water at a nominal depth of 2-3 feet as depicted on Figure 1 and described in Figure 2.
2. **Disclaimer.** In accordance with 28 U.S.C. § 2409a(e), the United States hereby disclaims all interest adverse to the Right-of-Way. The Right-of-Way hereby disclaimed is for a permanent, no fee easement that can only be terminated in an appropriate judicial proceeding, through voluntary relinquishment, or by abandonment in accordance with State law.
3. **Water Rights.** The water rights that are owned by Plaintiffs and that are exercised using the facilities within the Right-of-Way were decreed in the Snake River Basin Adjudication (SRBA) and are shown in the following table and are hereinafter referred to as the "**Water Rights:**"

IDWR Water Right No.	Priority Date	Uses	cfs	Season of Use
-------------------------	---------------	------	-----	------------------

71-10117	04/15/1953	Irrigation	11.02	May 1 to October 31
71-10631	08/29/1919	Irrigation	25	May 1 to October 31
71-4033	09/30/1925	Irrigation	4.56	May 1 to October 31
71-2111	12/26/1928	Irrigation	2.3	May 1 to October 31
71-10104	12/26/1928	Irrigation	2.6	May 1 to October 31

4. **Scope of the Right-of-Way.** The scope of the Right-of-Way is what is reasonable and necessary to operate and maintain the Ditch and diversion structure at its historic capacity and with such personnel and such equipment as commonly used or is reasonably adapted to that work, as more particularly defined by applicable federal or State law.
5. **Use.** Absent additional authorization by the Forest Service, the Right-of-Way may only be used:
 - a. to divert, measure, and convey the Water Rights pursuant to their decrees and Idaho law, during the season of uses of the Water Rights set forth in the respective water right decrees; and
 - b. for routine inspection, operation, maintenance and repair of facilities within the Right-of-Way.
6. **Other Authorizations.** The United States reserves the right to use, or permit others to use, the area within the Right-of-Way, provided such uses do not materially interfere, conflict, or are not inconsistent with the Right-of-Way or the operation, maintenance, or repair of the improvements within the Right-of-Way, and provided further the United States shall not grant to others the right to the use of Plaintiffs' improvements and facilities within the Right-of-Way.
7. **Access Routes.** The Right-of-Way includes reasonable access along the banks of the Ditch beginning at the point of diversion from the Salmon River and continuing for the length of the Ditch on both sides. The Right-of-Way includes access along the banks of the ditch by foot, mounted livestock, pack animals, and motor vehicles less than 102 inches in width.

In addition to access along the banks of the Ditch, Plaintiffs are entitled to adequate

access across NFS land for reasonable use and enjoyment of the Right-of-Way. Adequate access means a route and method of access to non-Federal land that provides for reasonable use and enjoyment of the non-Federal land consistent with similarly situated non-Federal land and that minimizes damage or disturbance to National Forest System lands and resources. Use of these access routes shall be limited to serving the purposes of the Right-of-Way for routine operation and maintenance of the Ditch and its improvements.

The Forest Service will not deny written authorization for adequate motor vehicle access outside of the Right-of-Way for any activity that is reasonable and necessary for routine operation and maintenance of the facilities and improvements within the Right-of-Way. Over-snow motor vehicles may be used in accordance with federal laws and regulations, which do not currently require written authorization.

Plaintiffs do not waive any claim that the right or means of access by way of access routes outside of the Right-of-Way, but not along the banks of the Ditch, are within the scope of the 1866 Act. Reciprocally, the Forest Service does not waive any defense to such a claim.

8. **Routine Operation and Maintenance.** The Right-of-Way confers to Plaintiffs the right and obligation to do all things that are reasonable and necessary to access, inspect, operate, maintain, and repair the improvements and facilities within the Right-of-Way, and to occupy the Right-of-Way without interference with such personnel and equipment as reasonably needed for same. The Right-of-Way shall include, but not be limited to, the right to enter the land across which the Right-of-Way extends, for the purposes of inspecting, cleaning, maintaining and repairing the improvements and facilities, and with such equipment as is commonly used, or is reasonably adapted to that work. Plaintiffs agree to operate and maintain the improvements and facilities and use the authorized easement in accordance with applicable Federal, State and local laws, regulations and standards.

The following actions are routine operation and maintenance activities within the scope of the Right-of-Way that the Forest Service has determined are exempt from permit requirements under 36 C.F.R. § 251.50(e)(3):

- a. Routine inspection. Generally, the water conveyance facility is inspected annually for maintenance and cleaning needs at the beginning of the irrigation season. Additional inspections are conducted, as needed, to ensure water continues to flow along the ditch.
- b. Routine cleaning and bank stabilization. Inspections may identify the need for bank stabilization, removal of silt from the ditch channel, and/or the removal of debris and vegetation that inhibits operation of the facility. Acceptable tools for this routine operation and maintenance work include powered and non-powered, mechanized and non-mechanized, tools, equipment and other apparatus not more than 102 inches in width. The removed materials will not

be placed on NFS lands more than 25 feet from the ditch bank, and when necessary shall be removed from the area in a mutually agreeable manner, provided that dirt and sediment removed from the ditch to maintain the channel need not be removed. This activity shall be conducted in a manner that minimizes the spread of noxious weeds. For instance, acceptable tools shall be cleaned prior to use. For temporary bank stabilization, sandbags may be temporarily placed alongside the facility to ensure adequate water is diverted to the diversion structure and along the ditch.

- c. Routine maintenance and repair. Any type of work on the headgate, fish screens or measuring device(s), including adjustment, installation, maintenance, repair, or replacement. Removing obstructions from the improvements.
 - d. Prior to engaging in any activity that is not listed above, Plaintiffs shall notify the Forest Service in order to determine if the proposed activity constitutes routine operation and maintenance within the scope of the Right-of-Way, and to ensure that NFS land is not unreasonably or unnecessarily damaged. The Forest Service will require that a special use authorization be obtained for activities that it determines are not routine operation and maintenance or not within the scope of the Right-of-Way.
 - e. Significant changes in location or alignment, significant increases in the area occupied, construction of new access roads, reconstruction of facilities and enlargements and extensions that increase capacity of the system or include new land will require application and issuance of an authorization from the Forest Service.
9. **Standard of Care.** Plaintiffs shall conduct the routine operation, maintenance, and repair activities set forth in paragraph 8 above in accordance with the following standards:
- a. Regularly inspect and reasonably maintain the Right-of-Way to avoid unreasonable or unnecessary damage to NFS land or property, and to maintain the function of the Right-of-Way;
 - b. Regulate ditch flows to divert so that a reasonable freeboard is maintained above the water line. Ditch flows shall be no more water than authorized by the Water Rights;
 - c. Revegetate or otherwise stabilize exposed soil;
 - d. Control erosion and gully within the Right-of-Way resulting from the operation and maintenance of the improvements (as opposed to erosion or gully caused by the presence of natural springs);

- e. Avoid introduction of noxious weeds, as identified by the Forest Service and the Custer County weed list by taking reasonable steps to avoid introduction of noxious weed seeds on NFS land, including cleaning equipment of material that could carry noxious weed seeds before entering NFS land, and abate noxious weeds caused by or introduced by operation and maintenance of the improvements within disturbed areas.
 - f. Plaintiffs will not use fire or herbicides on the Right-of-Way except as permitted in writing by the Forest Service.
10. **Additional Work.** Except to the extent exempted from Forest Service permit requirements for the protection of life and property in emergencies (36 C.F.R. § 251.50(b)), Plaintiffs agree to consult with the Forest Service prior to performing activities outside the scope of the easement as set forth in Sections 8 and 9 above to ensure protection of the servient federal land and to determine whether additional Forest Service authorization is required. The Forest Service shall not unreasonably delay, unreasonably condition, or withhold such authorization if it would preclude or interfere with the use of the Right-of-Way for the purposes granted.
11. **Transfer and Ownership.** The Right-of-Way is an appurtenance to the Water Rights, such that corresponding percentage ownership of the Right-of-Way automatically transfers with the Water Rights. No approval is required from the Forest Service for the Right-of-Way to transfer to successors-in-interest. However, within 60-days of any transfer of the Right-of-Way, or any portion thereof, the new owner should provide appropriate contact information to the Sawtooth National Recreation Area District Office of the Forest Service, including name, telephone number, mailing address, and electronic mail address, and Plaintiffs shall so advise their direct grantees. The terms of this Stipulation shall be binding upon Plaintiffs and their successors-in-interest to the Water Rights.
12. **Cost and Fees.** The parties shall bear their own costs, expenses, and attorney fees.
13. **Court Order Confirming Disclaimer and Dismissing Case.** The parties will submit a joint motion to the Court that includes a copy of this Stipulation and a request that it issue an order confirming the United States' disclaimer in accordance with the Quiet Title Act, 28 U.S.C. § 2409a(e). The parties agree that a court order confirming the United States' disclaimer is the equivalent of an order quieting title to the claimed Right-of-Way and defining its scope, and shall be recordable as an order confirming Plaintiffs' title to the Right-of-Way and its scope as set forth in this Stipulation. The Court's Order confirming the United States' disclaimer should include a statement to this effect. The parties will also request that at the same time the Court enters an Order confirming the United States' disclaimer that it should also dismiss the case with prejudice with each party bearing its own costs and fees. The parties will submit a proposed order along with their joint motion that includes the requested language. If the Court declines to issue an Order confirming the disclaimer set forth herein, this Stipulation shall be void.

14. **Headings.** All headings used herein are for convenience only and are of no meaning in the interpretation or effect of this Stipulation.
15. **No Precedent.** This Stipulation is entered into by the parties for the purpose of compromising a disputed claim and avoiding the expenses and risks of further litigation. It is not an admission of liability to any fact, claim, or defense in any issue in this action. This Stipulation has no precedential value and shall not be used as evidence regarding the merits of the claims of either party in this action. Any Order issued pursuant to this Stipulation, and this Stipulation to the extent incorporated by reference in such Order, may be used solely as evidence of the existence of and terms and conditions associated with the Right-of-Way.
16. **Entirety of Settlement.** This Stipulation represents the entirety of Plaintiffs' and the United States' commitments regarding settlement. This Stipulation supersedes and cancels all prior negotiations and understandings of any kind with respect to the subject matter hereof and contains all of the terms and provisions of the agreement between the parties with respect to the subject matter hereof. All terms of this stipulation are contractual in nature. The Stipulation shall not be amended, supplemented or abrogated other than by a written instrument signed by each party, or their authorized representatives. The parties agree that this Stipulation may be signed in counterparts.
17. **Recording.** Plaintiffs shall record the Court Order confirming the United States' disclaimer in the real property records of Custer County, Idaho, together with this Stipulation to the extent incorporated therein by reference.
18. **Authorization.** The persons signing this Stipulation warrant and represent that they possess full authority to bind the parties on whose behalf they are signing.

THIS STIPULATION shall inure to and be binding upon the parties, their successors, and assigns.

Dated this ____ day of _____, 2020.

BARKER ROSHOLT & SIMPSON LLP

BART M. DAVIS
United States Attorney

Albert P. Barker
Scott A. Magnuson
Attorneys for Plaintiffs

Christine G. England
Assistant United States Attorney
Attorneys for Defendant

GIFT DEED:

241451

FOR AND IN CONSIDERATION of Love and Affection, GERALDINE WOOLLEY PHILLIPS, formerly GERALDINE M. WOOLLEY, mother, Grantor, do hereby Grant, Bargain, Sell and convey unto DANIEL EUGENE WOOLLEY, Grantee, whose current address is P.O. Box 1204, Challis, Idaho 83226, the following described real estate, to-wit:

An undivided 09569% (0.009569) interest in real property commonly known as the "Stanley Tract" consisting of 498.49 acres more or less legally described as:

That certain parcel of land located in Custer County, Idaho, to-wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4

Section 3: Lot 1 and that portion of Lot 3 described as: Beginning at the Southeast corner of said Lot 3; thence West along the South Boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the East boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, the Grantors have signed their names this 2nd day of Sept, 2009.

Geraldine M. Woolley Phillips
GERALDINE M. WOOLLEY PHILLIPS

STATE OF IDAHO)
:ss
County of Custer)

On this 2nd day of September, 2009, before me, Laila Plummer, a notary public in and for said State, personally appeared Geraldine M. Woolley Phillips, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Laila Plummer
Notary Public of Idaho
Residing in Challis
Commission Expires: 5/31/2011

241451
Custer County Reg. of
Geraldine Woolley Phillips
Time 1:44 P.M. Date 9-2-2009
Barbara C. Breedlove, Clerk
BCB Deputy \$ 6.00

GIFT DEED:

241450

FOR AND IN CONSIDERATION of Love and Affection, GERALDINE WOOLLEY PHILLIPS, formerly GERALDINE M. WOOLLEY, mother, Grantor, do hereby Grant, Bargain, Sell and convey unto WILLIAM LEONARD WOOLLEY, Grantee, whose current address is 175 Southwest Seminole Drive, Beaverton, Oregon 97006, the following described real estate, to-wit:

An undivided 09569% (0.009569) interest in real property commonly known as the "Stanley Tract" consisting of 498.49 acres more or less legally described as:

That certain parcel of land located in Custer County, Idaho, to-wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4

Section 3: Lot 1 and that portion of Lot 3 described as: Beginning at the Southeast corner of said Lot 3; thence West along the South Boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the East boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

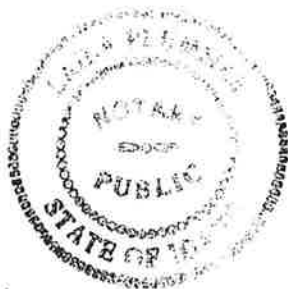
IN WITNESS WHEREOF, the Grantors have signed their names this 2nd day of Sept., 2009.

Geraldine M. Woolley - Phillips
GERALDINE M. WOOLLEY PHILLIPS

STATE OF IDAHO)
 : ss
County of Custer)

On this 2nd day of September, 2009, before me, Laila Hummel, a notary public in and for said State, personally appeared Geraldine M. Woolley Phillips, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Laila Hummel
Notary Public of Idaho
Residing in Challis
Commission Expires: 5/31/2011

241450
Custer County Reg. of
Geraldine Woolley Phillips
Time 1:44 PM Date 9-2-2009
Barbara C. Breedlove, Clerk
Deputy \$ 6.00

GIFT DEED:

241449

FOR AND IN CONSIDERATION of Love and Affection, GERALDINE WOOLLEY PHILLIPS, formerly GERALDINE M. WOOLLEY, mother, Grantor, do hereby Grant, Bargain, Sell and convey unto BRETT LANE WOOLLEY, Grantee, whose current address is P.O. Box 23, Stanley, Idaho 83278, the following described real estate, to-wit:

An undivided 09569% (0.009569) interest in real property commonly known as the "Stanley Tract" consisting of 498.49 acres more or less legally described as:

That certain parcel of land located in Custer County, Idaho, to-wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

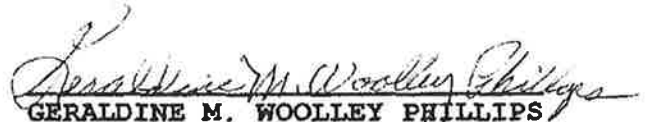
Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4

Section 3: Lot 1 and that portion of Lot 3 described as: Beginning at the Southeast corner of said Lot 3; thence West along the South Boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the East boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

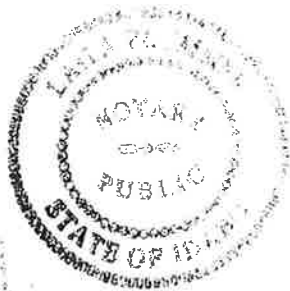
IN WITNESS WHEREOF, the Grantors have signed their names this 2nd day of Sept., 2009.

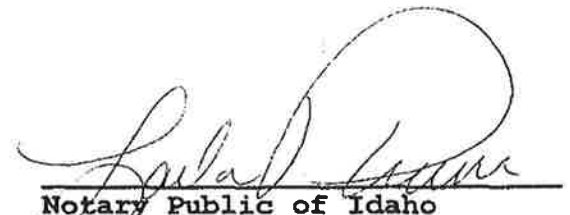

GERALDINE M. WOOLLEY PHILLIPS

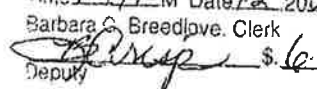
STATE OF IDAHO)
:ss
County of Custer)

On this 2nd day of September, 2009, before me, Laila Plummer, a notary public in and for said State, personally appeared Geraldine M. Woolley Phillips, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public of Idaho
Residing in Challis
Commission Expires: 5/31/2011

241449
Custer County Rec. of
Geraldine Woolley Phillips
Time 1:44 P.M. Date 9.2.2009
Barbara C. Breedlove, Clerk
 \$ 6.00
Deputy

Custer County Req. of

Sawtooth Law Office PLLC

Time *11:50* AM Date *3/30/2015*

Lura H. Baker, Clerk

Cherry Cushman 1300
Deputy

QUITCLAIM DEED

This quitclaim deed is made on the date of signature set forth below between -

WILLIAM LEONARD WOOLLEY, an individual dealing in his sole and separate property, of 1126 Hampton Court, Forest Grove, OR, 97116, herein referred to as GRANTOR; and

WOOLLEY FAMILY PROPERTIES, LLC, an Idaho limited liability company, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTEE -

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to GRANTEE and to GRANTEE's heirs and assigns, all that parcel of land situate, lying, and being in Custer County, Idaho, consisting of 498.49 acres, more or less, identified by the Custer County Assessor as -

Parcel No. RP10N13E022401; and
Parcel No. RP11N13E56001; and
Parcel No. RP10N13E030001; and
Parcel No. RP11N13E349010 -

and more accurately and legally described as -

That certain parcel of land located in Custer County, Idaho to wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1;

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4;

Section 3: Lot 1 and that portion of Lot 3 described as: beginning at the Southeast corner of said Lot 3; thence West along the South boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the east boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

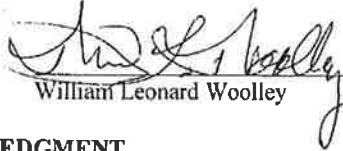
Subject to outstanding easements and other matters of record.

Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

Together with all water rights appertaining to the property;

To have and to hold, all and singular, the described property together with the appurtenances to GRANTEE and to GRANTEE's heirs and assigns forever.

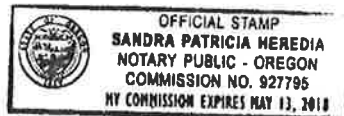
In witness of the above, GRANTOR has set GRANTOR's hand on this 14 day of March, 2015.


William Leonard Woolley

ACKNOWLEDGMENT

Oregon
STATE OF IDAHO)
COUNTY OF CUSTER) ss.
Washington

On the date and year set forth above, before me, a notary public for the State of Oregon, personally appeared before me the above-named GRANTOR, who is (or are) personally known to me to be the person(s) named as GRANTOR, or proven to me on the basis of satisfactory evidence to be the person(s) named as GRANTOR, whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.




Notary Public for the State of Oregon
Residing in Cornelius, Idaho Oregon
My Commission Expires: May 13, 2018

Custer County Reg. of

Sawtooth Law Office P.C.

Time *11:15 AM* Date *3/30/15*

Laura H. Baker, Clerk

Cherry Casanova \$ *13.00*
Deputy

QUITCLAIM DEED

This quitclaim deed is made on the date of signature set forth below between -

GERALDINE M. PHILLIPS, as surviving and successor Trustee of the Claude and Geraldine Phillips Trust under Trust Agreement dated June 17, 1992, now known as the Woolley Family Trust under Third Amendment to Trust Agreement dated even date as this instrument, of P.O. Box 1059, Challis, Idaho, 83226, herein referred to as GRANTOR; and

WOOLLEY FAMILY PROPERTIES, LLC, an Idaho limited liability company, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTEE -

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to GRANTEE and to GRANTEE's heirs and assigns, all that parcel of land situate, lying, and being in Custer County, Idaho, consisting of 498.49 acres, more or less, identified by the Custer County Assessor as -

Parcel No. RP10N13E022401; and
Parcel No. RP11N13E56001; and
Parcel No. RP10N13E030001; and
Parcel No. RP11N13E349010 -

and more accurately and legally described as -

That certain parcel of land located in Custer County, Idaho to wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1;

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4;

Section 3: Lot 1 and that portion of Lot 3 described as: beginning at the Southeast corner of said Lot 3; thence West along the South boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the east boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

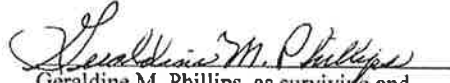
Together with all water rights appertaining to the property;

1 - QUITCLAIM DEED

250132

To have and to hold, all and singular, the described property together with the appurtenances to GRANTEE and to GRANTEE's heirs and assigns forever.

In witness of the above, GRANTOR has set GRANTOR's hand on this 22 day of December, 2014.


Geraldine M. Phillips, as surviving and
successor Trustee of the Claude and
Geraldine Phillips Trust, now known as the
Woolley Family Trust

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On the date and year set forth above, before me, a notary public for the State of Idaho, personally appeared before me the above-named GRANTOR, who is (or are) personally known to me to be the person(s) named as GRANTOR, or proven to me on the basis of satisfactory evidence to be the person(s) named as GRANTOR, whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.


Notary Public for the State of Idaho
Residing in Meridian, Idaho
My Commission Expires: 12/23/20

Sawtooth Law Office PLLC

Time *11:15 A M* Date *3/30* 2015

Lura H. Baker, Clerk

Cherry Cushman \$ *13.00*
Deputy

QUITCLAIM DEED

This quitclaim deed is made on the date of signature set forth below between -

GERALDINE M. PHILLIPS, an individual dealing in her sole and separate property, of P.O. Box 1059, Challis, Idaho, 83226, herein referred to as GRANTOR; and

WOOLLEY FAMILY PROPERTIES, LLC, an Idaho limited liability company, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTEE -

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to GRANTEE and to GRANTEE's heirs and assigns, all that parcel of land situate, lying, and being in Custer County, Idaho, consisting of 498.49 acres, more or less, identified by the Custer County Assessor as -

Parcel No. RP10N13E022401; and
Parcel No. RP11N13E56001; and
Parcel No. RP10N13E030001; and
Parcel No. RP11N13E349010 -

and more accurately and legally described as -

That certain parcel of land located in Custer County, Idaho to wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1;

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4;

Section 3: Lot 1 and that portion of Lot 3 described as: beginning at the Southeast corner of said Lot 3; thence West along the South boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the east boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

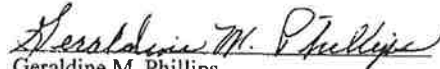
Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

Together with all water rights appertaining to the property;

250131

To have and to hold, all and singular, the described property together with the appurtenances to GRANTEE and to GRANTEE's heirs and assigns forever.

In witness of the above, GRANTOR has set GRANTOR's hand on this 22 day of December, 2014.


Geraldine M. Phillips

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On the date and year set forth above, before me, a notary public for the State of Idaho, personally appeared before me the above-named GRANTOR, who is (or are) personally known to me to be the person(s) named as GRANTOR, or proven to me on the basis of satisfactory evidence to be the person(s) named as GRANTOR, whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.


Notary Public for the State of Idaho
Residing in Meridian, Idaho
My Commission Expires: 12/23/20

Sawtooth Law & Co. PLLC

Time 1:15 P M Date 7/30, 2015

Lura H. Baker, Clerk

Cherry Cushman \$13.00
Deputy

QUITCLAIM DEED

This quitclaim deed is made on the date of signature set forth below between -

BRETT LANE WOOLLEY, an individual dealing in his sole and separate property, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTOR; and

WOOLLEY FAMILY PROPERTIES, LLC, an Idaho limited liability company, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTEE -

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to GRANTEE and to GRANTEE's heirs and assigns, all that parcel of land situate, lying, and being in Custer County, Idaho, consisting of 498.49 acres, more or less, identified by the Custer County Assessor as -

Parcel No. RP10N13E022401; and
Parcel No. RP11N13E56001; and
Parcel No. RP10N13E030001; and
Parcel No. RP11N13E349010 -

and more accurately and legally described as -

That certain parcel of land located in Custer County, Idaho to wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1;

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4;

Section 3: Lot 1 and that portion of Lot 3 described as: beginning at the Southeast corner of said Lot 3; thence West along the South boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the east boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

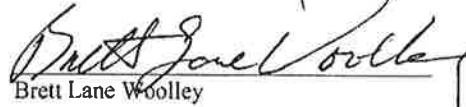
Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

Together with all water rights appertaining to the property;

250130

To have and to hold, all and singular, the described property together with the appurtenances to GRANTEE and to GRANTEE's heirs and assigns forever.

In witness of the above, GRANTOR has set GRANTOR's hand on this 22 day of December, 2014.


Brett Lane Woolley

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On the date and year set forth above, before me, a notary public for the State of Idaho, personally appeared before me the above-named GRANTOR, who is (or are) personally known to me to be the person(s) named as GRANTOR, or proven to me on the basis of satisfactory evidence to be the person(s) named as GRANTOR, whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.


Notary Public for the State of Idaho
Residing in Meridian, Idaho
My Commission Expires: 12/23/20

Custer County Reg. of

Sawtooth Law Office, PLLC

Time *10:15 A* M Date *3/30/2015*

Lura H. Baker, Clerk

Cherry Cushman \$ *13.00*
Deputy

QUITCLAIM DEED

This quitclaim deed is made on the date of signature set forth below between -

DANIEL EUGENE WOOLLEY, an individual dealing in his sole and separate property, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTOR; and

WOOLLEY FAMILY PROPERTIES, LLC, an Idaho limited liability company, of P.O. Box 1204, Challis, Idaho, 83226, herein referred to as GRANTEE -

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to GRANTEE and to GRANTEE's heirs and assigns, all that parcel of land situate, lying, and being in Custer County, Idaho, consisting of 498.49 acres, more or less, identified by the Custer County Assessor as -

Parcel No. RP10N13E022401; and
Parcel No. RP11N13E56001; and
Parcel No. RP10N13E030001; and
Parcel No. RP11N13E349010 -

and more accurately and legally described as -

That certain parcel of land located in Custer County, Idaho to wit:

Township 11 North, Range 13 East, Boise Meridian

Section 34: Lot 1;

Section 35: Lot 6 and Lot 8, SE1/4SW1/4, and that part of Lots 2 and 7 between Highway 93 and the Salmon River.

Township 10 North, Range 13 East, Boise Meridian

Section 2: Lots 3 and 4, S1/2NW1/4, SW1/4;

Section 3: Lot 1 and that portion of Lot 3 described as: beginning at the Southeast corner of said Lot 3; thence West along the South boundary line of said Lot 3 a distance of 1240 feet to a point South 272 feet, more or less, from a point of rocks on the South bank of the Salmon River; thence 272 feet, more or less, to said point of rocks; thence meandering Northwesterly along the South bank of said Salmon River to the Northeast corner of said Lot 3; thence South along the east boundary line of said Lot 3 a distance of 812 feet, more or less, to the point of beginning.

Subject to outstanding easements and other matters of record.

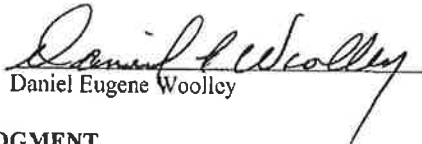
Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

Together with all water rights appertaining to the property;

250129

To have and to hold, all and singular, the described property together with the appurtenances to GRANTEE and to GRANTEE's heirs and assigns forever.

In witness of the above, GRANTOR has set GRANTOR's hand on this 22 day of December, 2014.


Daniel Eugene Woolley

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On the date and year set forth above, before me, a notary public for the State of Idaho, personally appeared before me the above-named GRANTOR, who is (or are) personally known to me to be the person(s) named as GRANTOR, or proven to me on the basis of satisfactory evidence to be the person(s) named as GRANTOR, whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.

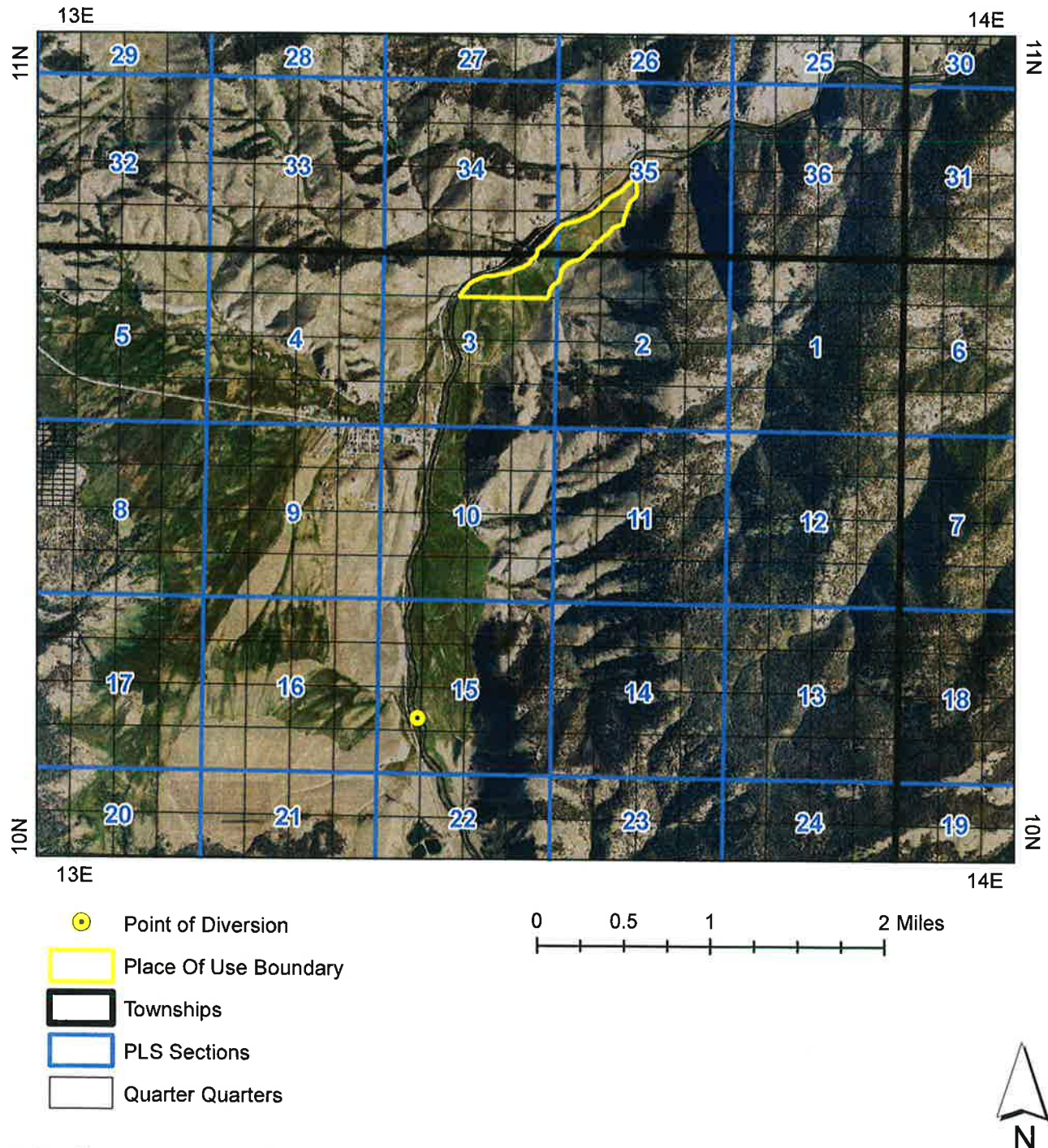

Notary Public for the State of Idaho
Residing in Meridian, Idaho
My Commission Expires: 12/25/20

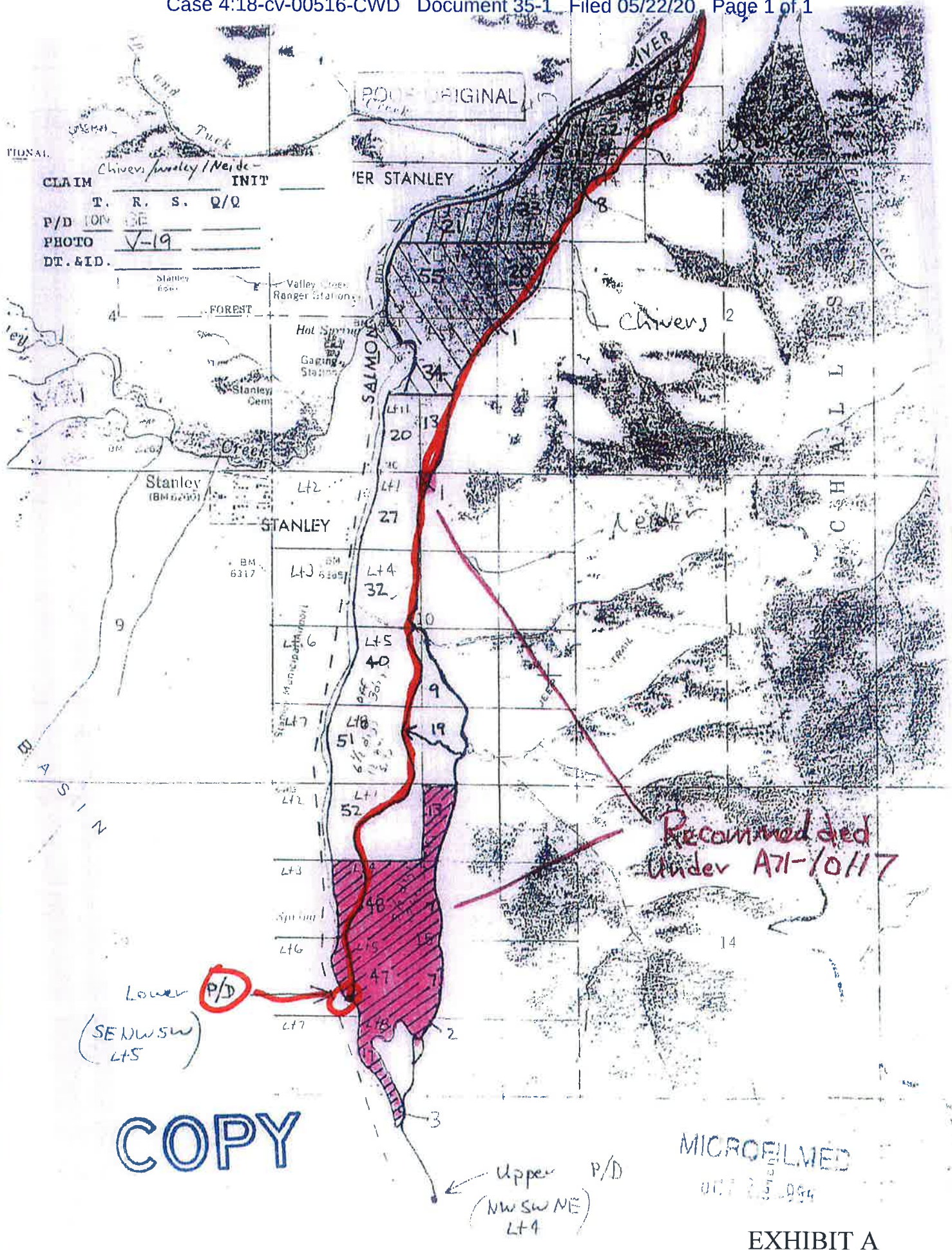
State of Idaho
Department of Water Resources

Water Right
71-2111

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.







State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 12, 2020

WOOLLEY FAMILY PROPERTIES LLC
PO BOX 1204
CHALLIS ID 83226-1204

Re: Change in Ownership for Water Right No(s): 71-2111 & 71-10104

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9909.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg', is written over a horizontal line.

Jim Bitzenburg
Senior Water Resource Agent

Enclosure(s)

CC: WD-71