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JUN 04 2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

75674

WATER RESOURCES
WESTERNMINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

ps 1 2 6

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule and water right proof report or details report for Part 2A of the transfer application are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part 1.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Proof Report (obtained from Department) or Details Report (obtained on website) describing each water right in the transfer as currently recorded.
 - ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

RECEIVED

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WATER RESOURCES
DEPARTMENT
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Transfer No. 75674**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of Applicant(s) Troost Family Living TrustPhone (208) 722-7325Mailing address 30540 Sabin Road, Parma, Idaho 83660

Email _____

- ☒ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Dana L. Hofstetter, Hofstetter Law Office, LLCPhone (208) 424-7800Mailing address 608 West Franklin Street, Boise, Idaho 83702Email Dana@IdahoWaterLaw.com☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2. relocate place of use pursuant to Release and Settlement Agreement dated May 5, 2009**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-33146	0.36/108	irrigation	3/1 to 11/15	ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.36 cfs and/or 108 ac-ft

2. Total amount of water proposed to be transferred or changed 0.36 cubic feet per second and/or 108 acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	1		23			30												

Total Acres (for irrigation use) 24 within 53

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing Well.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: will not be irrigated

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: 63-33041, 63-33145 and 63-9100

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: Claimed in SRBA in 1990

Total Acres (for irrigation use)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments.Received by JUDate June 4, 09Prelim. Check by JADate 7/2/09Fee Paid \$290.00Date June 4, 09Received by JUReceipt # W032525

Add'l Fee Paid _____

Date _____

Received by _____

Receipt # _____

COPY

**FIRST AMENDMENT
TO
THE TROOST FAMILY LIVING TRUST**

WE, GREGORY T. TROOST and JOYCE K. TROOST, are the Settlers and Trustees of the TROOST FAMILY LIVING TRUST, dated April 28, 1997 ("Trust"), and we hereby amend said Trust pursuant to Section 2.1 thereof, as follows:

1. Section 6.1 of the Trust is hereby revoked and shall now read in its entirety as follows:

"6.1 Successor Trustees. If either GREGORY T. TROOST or JOYCE K. TROOST becomes unwilling or unable to act, the other shall act as sole Trustee. If both GREGORY T. TROOST and JOYCE K. TROOST become unwilling or unable to act, MAYNARD TROOST and PHILLIP DERENZIS shall act as Co-Trustees. If GREGORY T. TROOST, JOYCE K. TROOST, and either MAYNARD TROOST or PHILLIP DERENZIS shall be or become unwilling or unable to act, PETER DE GROOT shall act as Co-Trustee with either MAYNARD TROOST or PHILLIP DERENZIS, as the case may be. If any two of MAYNARD TROOST, PHILLIP DERENZIS, and PETER DO GROOT shall be or become unwilling or unable to act, SHARLA WIND shall act as Co-Trustee with whomever remains as Co-Trustee. No bond shall be required of any Trustee named in this agreement, whether acting jointly or alone."

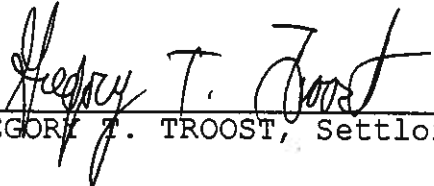
2. Section 8.3 of the Trust is hereby revoked and shall now read in its entirety as follows:

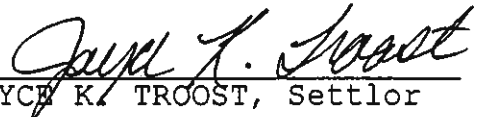
"8.3 Limitations on Insured Trustee. Should the Troost Family Trust hold as an asset any policy on the life of a Trustee of the trust, such Trustee shall have none of the powers set forth above to deal with such policy and none of the incidents of ownership in it. Such powers and rights shall rather be exercised solely by Maynard Troost and Phillip Derenzis, or if either Maynard Troost or Phillip Derenzis is unable or unwilling to do so, by Peter De Groot with the remaining person, as Special Trustee. If any two of the foregoing persons is unable or unwilling to do so, then Sharla Wind shall act as Special Trustee with the remaining person. Each such policy shall be held as a segregated asset of the Troost Family Trust subject to the sole management of the Special Trustee. Premiums on any such policy shall be paid from the principal of the Troost Family Trust. The Special Trustee shall have full power and authority to exercise any option, privilege or benefit in connection with any such policy, provided, however,

that such power shall be exercised only for the benefit of the trust estate and one or more of the beneficiaries."

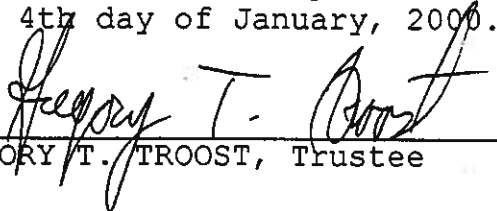
3. All other provisions of the TROOST FAMILY LIVING TRUST dated April 28, 1997 are hereby affirmed.

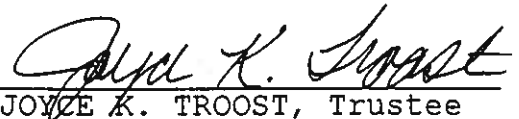
This First Amendment to the TROOST FAMILY LIVING TRUST dated April 28, 1997, consisting of two (2) pages, was executed by the Settlers at Claremont, California on the 4th day of January, 2000.


GREGORY T. TROOST, Settlor


JOYCE K. TROOST, Settlor

The foregoing First Amendment to the TROOST FAMILY LIVING TRUST dated April 28, 1997 is accepted by the Trustees on this 4th day of January, 2000.

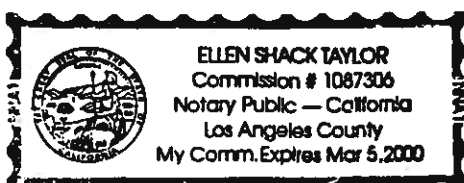

GREGORY T. TROOST, Trustee


JOYCE K. TROOST, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 4, 2000, before me, Ellen Shack Taylor, a notary public for the State of California, personally appeared GREGORY T. TROOST and JOYCE K. TROOST, personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public in and for
said County and State

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	)	Water Right: 63-33040 (Split)
	)	into 63-33145 and 63-33146
	)	
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
	)	PROCEEDING

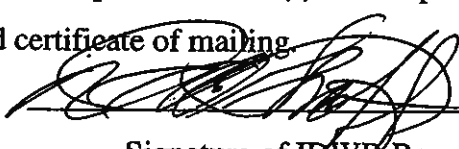
IDWR has completed the following administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party
- ☒ Split of water right ☒ Change in ownership
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water right listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing

DATED: Feb 2, 2009



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 2/4, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

3. Copies to all parties to the subcase:

John R. Lindley
29453 Gotsch Rd.
Parma, ID 83660

L.W. and Barbara Ragains
29392 Sabin
Parma, ID 83660

Jon C. Gould
Ringert Law Chtd.
P.O. Box 2773
Boise, ID 83701-2773

Dana L. Hofstetter
Hofstetter Law Office
608 W. Franklin St.
Boise, ID 83702



Signature of person mailing this document

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
63-33040	BARBARA J RAGAINS 29392 SABIN PARMA ID 83660	Disallowed	Recommended as Right Nos. 63-33145 & 63-33146
	L W RAGAINS 29392 SABIN PARMA ID 83660		

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33040

SPLIT RIGHT: SEE RIGHT NOS. 63-33145 and 63-33146.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33145
NAME AND ADDRESS: BARBARA J RAGAINS
29392 SABIN
PARMA ID 83660

L W RAGAINS
29392 SABIN
PARMA ID 83660

SOURCE: GROUND WATER
QUANTITY: 1.660 CFS
499.50 AFY
PRIORITY DATE: 04/18/1977

TRIBUTARY:

POINT OF
DIVERSION: T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.660 CFS 499.50 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01 Lot 3 NENW	10.00	T05N R05W S01 Lot 4 NWNW	23.00
T05N R05W S01	NESW 40.00	T05N R05W S01	NWSW 38.00

111 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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

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

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

Right No. 63-9110 is also diverted through point of diversion described above.

Use of this right is combined with water from Black Canyon Irrigation District.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146

NAME AND ADDRESS: JOHN R LINDLEY
29453 GOTSCH RD
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01 SWNE 18.00 T05N R05W S01 SENE 6.00

24 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Use of this right is combined with water from Black Canyon Irrigation District.

Right No. 63-9110 is also diverted through point of diversion described above.

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

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

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



Pioneer Title Co.

GOING BEYOND

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

200804245

WARRANTY DEED

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

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

Troost Family Living Trust

hereinafter referred to as Grantee, whose current address
is 30540 Sabin Rd., Parma, 10 83660
the following described premises, to-wit:

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

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

Dated: May 7, 2008

Lawrence Ragains
Lawrence Ragains

Barbara Ragains
Barbara Ragains

State of Idaho

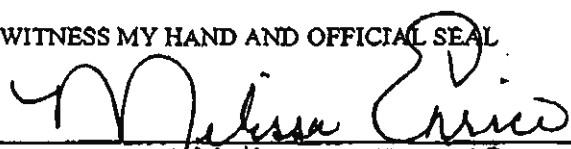
ss.

County of Canyon

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

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)


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



[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

6/4/2009

WATER RIGHT NO. 63-33146

Owner Type	Name and Address
Current Owner	JOHN R LINDLEY 29453 GOTSCH RD PARMA, ID 83660 (208)722-7314
Directors Report Owner	BARBARA J RAGAINS
Directors Report Owner	L W RAGAINS 29392 SABIN PARMA, ID 83660 (208)722-5515

Priority Date: 04/18/1977

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.36 CFS	
Total Diversion			0.36 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SENENW Lt 3	Sec. 01	Township 05N	Range 05W	CANYON County
--------------	-------------	---------	--------------	-----------	---------------

Attachment, Part 2A

Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05N	05W	1		SWNE	18		SENE	6						

Total Acres: 24

Conditions of Approval:

1.	This right is a split from former right 63-8700 .
2.	This right is a split from former right 63-33040 .
3.	The well and any pumps used to divert water under this water right are owned by L.W. and Barbara Ragains. The surface pipes historically used to deliver water to the 240 acre parcel are no longer in place. Claimant intends on completing a new well on his property within or adjacent to the 24-acre parcel.

Dates:

Licensed Date:

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close



L. W. and Barbara J. Ragains

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

John Lindley

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

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

In Re SRBA

Case No. 39576

)
) Subcase Nos. 63-33040, 63-33145
) and 63-33146
)

**RELEASE AND SETTLEMENT
AGREEMENT**

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

1. Agreement to Pay and Release. Troost hereby agrees to pay Lindley a sum of twenty four thousand dollars (\$24,000.00), Lindley hereby agrees to forever release and quitclaim any and all right title and interest in and to Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146 and the associated well and the parties hereby agree to the full and final settlement of contested and disputed claims in Snake River Basin Adjudication ("SRBA") Subcase Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146.
2. Payment. Troost agrees to deliver the sum of TWENTY-FOUR THOUSAND AND NO/100 (\$24,000) (the "Payment") in the form of a certified check to Crystal Shifflett, Fidelity National Title Company of Idaho, 8665 W. Emerald St., Suite 200, Boise, Idaho 83704 ("Escrow Agent"), within seven (7) days after the effective date of this Agreement, to be deposited in and released from an interest-bearing account pursuant to the escrow instructions of paragraph 6 herein.
3. Deeds. Lindley agrees to execute and have notarized a quitclaim deed (the "Troost Deed"), in the form of Exhibit A hereto, relinquishing any and all right, title and interest in and to Water Right No. 63-33146 and the associated well to Troost and to deliver such deed to the Escrow Agent within seven (7) days after the effective date of this Agreement to be held and delivered pursuant to the escrow instructions of paragraph 6 herein. Lindley further agrees to execute and have notarized a quitclaim deed (the "Ragains Deed"), in the form of Exhibit B hereto, relinquishing any and all right, title and interest in and to Water Right No. 63-33145 to the Ragains and to deliver such deed to the Escrow Agent within seven (7) days after the effective date of this Agreement to be held and delivered pursuant to the escrow instructions of paragraph 6 herein.
4. Water Right Transfer. The parties acknowledge that Troost's use of Water Right No. 63-33146 on its property will require Idaho Department of Water Resources ("IDWR") approval of an Application for Transfer of Water Right. Troost agrees to prepare an Application for Transfer to change the place of use of Water Right No. 63-33146 ("Transfer Application"). Troost shall file the Transfer Application with IDWR along with the associated filing fee within thirty (30) days after the

effective date of this Agreement. Lindley and the Ragains agree to cooperate as necessary for approval of the Transfer Application in all administrative and judicial proceedings. For purposes of this Agreement, "final approval" shall mean approval of the Transfer Application on terms and conditions that are acceptable to Troost after all administrative and judicial remedies are exhausted. The parties agree to mutually seek an SRBA Court stay of SRBA Subcase No. 63-33146 pending IDWR processing of the Transfer Application. However, the parties shall encourage and allow SRBA Subcase Nos. 63-8700, 63-33040, 63-33041, and 63-33145 to be partially decreed by the SRBA Court as described in Exhibit C hereto (SRBA Special Master's Report and Recommendation for Water Right Nos. 63-33041 and 63-08700 dated October 15, 2008 and SRBA Notice of Completed Administrative Proceeding for Water Right 63-33040 -Split into 63-33145 and 63-33146- dated February 2, 2009) as soon as possible. Lindley agrees to withdraw any Objections from Subcase Nos. 63-8700, 63-33040, 63-33041 and 63-33145 and to take whatever other steps the SRBA Court deems necessary for these Subcases to proceed to partial decree in the SRBA with the elements described in Exhibit C hereto as soon as possible.

5. SRBA Standard Form 5. Within fourteen (14) days of notification of final approval of the Transfer Application, the Ragains, Troost and Lindley agree to execute and file with the SRBA Court, an SRBA Standard Form 5 document for Subcase No. 63-33146, substantially in the form of Exhibit D with Troost as the water right owner and with whatever other revisions are necessary to conform the Standard Form 5 to the terms of the final approval of the Transfer Application.
6. Escrow Agent and Instructions. The parties hereby appoint Crystal Shifflett, Fidelity National Title Company of Idaho, 8665 W. Emerald St., Suite 200, Boise, Idaho 83704 as the Escrow Agent to hold and release the Payment and the quitclaim deeds pursuant to the following instructions and any additional written instructions signed by the parties hereto and provided to the Escrow Agent. Troost and Lindley shall share equally the Escrow Agent's fee.
 - a. The Payment, together with any interest accrued thereon, shall be released

to Lindley only upon: (1) a final SRBA Partial Decree is issued by the SRBA Court for Water Right No. 63-33146 in substantial conformance with the Standard Form 5 in Exhibit D hereto; (2) all periods for judicial appeal of the SRBA Partial Decrees for Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145, and 63-33146 have passed without an appeal having been filed, and (3) Escrow Agent's receipt of written approvals by Troost and the Ragains that the terms and conditions of the final SRBA Partial Decrees for Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145, and 63-33146 are all acceptable and that the applicable periods of appeal for these Partial Decrees have all passed. Troost's and the Ragains' written approvals (or disapproval, if applicable) shall be provided in writing to Escrow Agent within seven (7) days after expiration of the last applicable judicial period for appeal. Upon receipt of both the Ragains' and Troost's written approvals, Escrow Agent shall release the Payment and accrued interest thereon to Lindley. The quitclaim deeds shall be recorded and released to Troost and the Ragains, respectively, upon release of the Payment and all accrued interest to Lindley.

b. If the stay of SRBA Subcase No. 63-33146 is not allowed, if the Transfer Application is not approved, if the Transfer Application is approved on conditions unacceptable to Troost, if any of the Partial Decrees are disapproved by Troost or the Ragains, or if any of the Partial Decrees are appealed, the escrow shall terminate pursuant to paragraph 6(c) below, unless extended by the parties by mutual written agreement.

c. Upon termination of the escrow, the Escrow Agent shall release immediately the Payment, together with any accrued interest earned thereon, to Troost pursuant to written instructions to Escrow Agent, and shall return the quitclaim deeds to Lindley. Upon release of the Payment to Troost and return of the quitclaim deeds to Lindley, this Agreement shall terminate. The parties may, by mutual written agreement and written notification to the Escrow Agent, extend the term of the escrow.

7. Representations, Warranties, and Covenants. The parties hereby represent and warrant to and covenant that:
- a. They each have full right, power, and authority to execute and deliver this Agreement and to consummate the transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any other parties, and this Agreement, when executed and delivered, will constitute a valid and binding agreement, enforceable against each of them in accordance with its terms.
 - b. To each of the parties' actual knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, or threatened against them.
 - c. Lindley represents that he is the sole owner of the 24 acre place of use described on Exhibit C hereto for Water Right No. 63-33146 and that he has not granted any person, firm or corporation or other entity any right or option to acquire those 24 acres, or any part thereof.
 - d. Lindley has not granted and will not grant any other person, firm or corporation or other entity any right or option to acquire or any other interest in Water Right Nos. 63-8700, 63-33040, 63-33041, 63-33145 and 63-33146, or any part thereof.
 - e. Each of the parties' representations and warranties shall survive indefinitely.
 - f. Upon the release of the Payment and the quitclaim deeds pursuant to paragraph 6(a) above, the Ragains relinquish any claims of unjust enrichment they may have against Lindley in connection with Water Right No. 63-8700, any water rights split from Water Right No. 63-8700 or the associated well.
8. Notice Prior to Enforcement. Before any party files a new action to enforce any of the terms hereof, such party shall first provide all the other parties with thirty (30) days prior written notice. The parties agree that the purpose of said notice is to give the parties a reasonable opportunity to address any alleged deficiencies in performance which prompted the notice.

9. Entire Agreement. Plaintiffs declare and represent that no promise, inducement or agreement not expressed herein has been made and that this Release and Settlement Agreement contains the entire agreement between and among the parties hereto. This Release and Settlement Agreement represents the full and complete meeting of the minds of the parties hereto, and it is not altered, amended, modified or varied by any prior or contemporaneous oral or written terms. Furthermore, the parties are fully informed in this matter and this Release and Settlement Agreement is made and entered into of their own free will, voluntarily, and without coercion or duress.
10. Assignments or Modifications. Any assignments of or modifications to this Agreement must be in writing and signed by all parties hereto.
11. Governing Law. The terms of the Release and Settlement Agreement are contractual in nature and not mere recitals. This Release and Settlement Agreement is entered into in the State of Idaho and shall be enforced in accordance with its laws.
12. Cooperation. The parties agree to cooperate fully and execute any and all supplemental documents and to take any and all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.
13. Counterparts. This Release and Settlement Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Release and Settlement Agreement.
14. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.
15. Breach. In the event of a breach of any of the covenants, conditions and agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, whether by suit or otherwise. All remedies specifically set forth herein are cumulative and shall be deemed to be in addition to any remedies

otherwise available at law or in equity, including the right to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Agreement and the right to obtain a decree of specific performance of any of such terms, covenants or conditions, it being agreed that the remedy at law for breach of any of such terms, covenants or conditions may not be adequate.

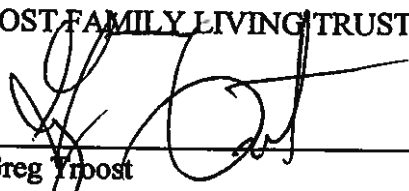
16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties, and their respective administrators, executors, partners, officers, directors, members, legal representatives, heirs, devisees, successors and assigns.
17. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
18. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any remaining portions thereof or any other provision.
19. Non-Waiver. No delay or failure of a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute waiver of that or any other right, unless otherwise expressly provided herein. No express or implied consent to or waiver of any breach or default by a party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or the failure to act of any of the other parties or to declare such failure continuous shall not constitute a waiver of such party's rights hereunder.
20. Effective date. This Agreement shall be effective only upon execution by all parties. The effective date shall be the date of the last execution.
21. Notices. All notices, demands or requests provided for in this Agreement shall be deemed to have been properly given or served upon a party or its permitted assignee three (3) days after depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, at the addresses

set forth in Exhibit C hereto. By giving to the other party at least thirty (30) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right at any time during the term of this Agreement to change their respective addresses, and shall have the right to specify any other address within the United States of America.

IN WITNESS WHEREOF, Troost, the Ragains and Lindley have executed this Agreement on the date(s) set forth below.

Date: 5/5/09

TROOST FAMILY LIVING TRUST

By: 

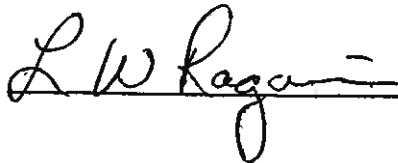
Greg Troost
Its Trustee

JOHN R. LINDLEY

Date: _____

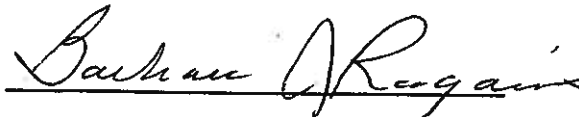
L. W. RAGAINS

Date: 5-5-09



BARBARA J. RAGAINS

Date: 5-5-09



set forth in Exhibit C hereto. By giving to the other party at least thirty (30) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right at any time during the term of this Agreement to change their respective addresses, and shall have the right to specify any other address within the United States of America.

IN WITNESS WHEREOF, Troost, the Ragains and Lindley have executed this Agreement on the date(s) set forth below.

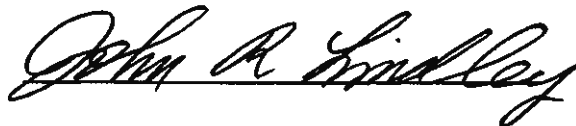
TROOST FAMILY LIVING TRUST

Date: _____

By: _____
Greg Troost
Its Trustee

JOHN R. LINDLEY

Date: 5-5-09



L. W. RAGAINS

Date: _____

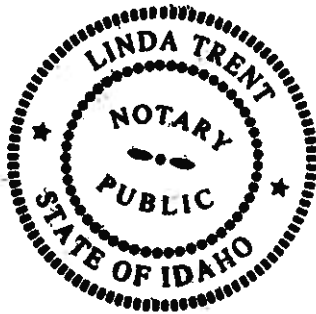
BARBARA J. RAGAINS

Date: _____

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of MAY, 2009, before me, the undersigned Notary Public, personally appeared Greg Troost, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trustee of the Troost Family Living Trust and acknowledged to me that he executed the same as such Trustee of the Troost Family Living Trust.

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



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

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared Greg Troost, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trustee of the Troost Family Living Trust and acknowledged to me that he executed the same as such Trustee of the Troost Family Living Trust.

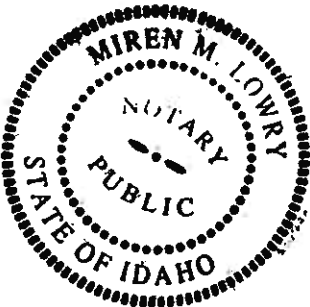
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Owyhee)

On this 5 day of May, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

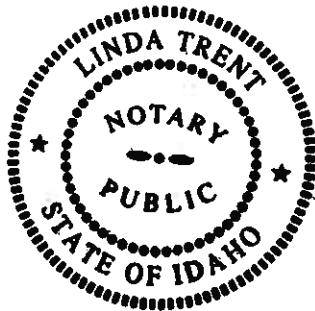


Miren M. Lowry
Notary Public for the State of Idaho
Residing at 26700 McKay Rd
My Commission Expires: 3/9/2010

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of May, 2009, before me, the undersigned Notary Public, personally appeared L. W. Ragains, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

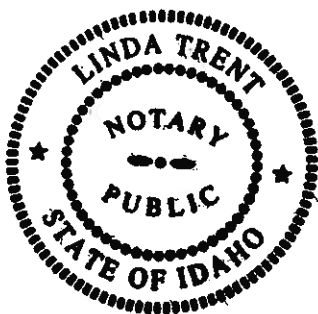


Linda Trent
Notary Public for the State of Idaho
Residing at Parma, ID
My Commission Expires: 10/3/2009

STATE OF IDAHO)
) ss:
County of Canyon)

On this 5th day of May, 2009, before me, the undersigned Notary Public, personally appeared Barbara J. Ragains, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



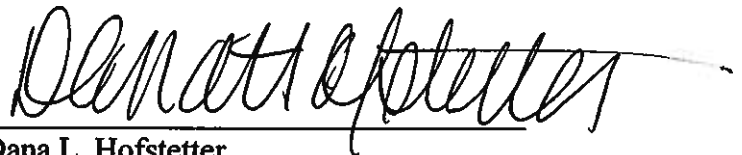
Linda Trent
Notary Public for the State of Idaho
Residing at Parma
My Commission Expires: 10/3/2009

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of May, 2009, I caused to be served copies of the foregoing **Release and Settlement Agreement** with exhibits by U.S. Mail postage pre-paid to the following:

IDWR Director
P.O. Box 83720
Boise, ID 83720-0098

Jon C. Gould
Ringert Law Chartered
P.O. Box 2773
Boise, Idaho 83701-2773

A handwritten signature in black ink, appearing to read 'Dana L. Hofstetter', written over a horizontal line.

Dana L. Hofstetter

E:\4090.1\8573

**QUITCLAIM DEED
FOR WATER RIGHT AND WELL**

FOR VALUE RECEIVED, John R. Lindley, a single man, the Grantor, does hereby convey, release, remise and forever quitclaim unto Greg Troost as Trustee of the Troost Family Living Trust, the Grantee, whose address is 30540 Sabin Road, Parma, Idaho 83660, all of Grantor's right title and interest in and to Idaho Water Right No. 63-33146 (formerly a portion of Water Right Nos. 63-8700 and 63-33040) and the associated well (point of diversion) which are both more particularly described, as of the date of execution of this deed, in Exhibit A that is attached hereto and by this reference is made apart hereof.

IN WITNESS WHEREOF, this deed was executed by the undersigned on the _____ day of _____, 2009.

John R. Lindley

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____



12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146

NAME AND ADDRESS: JOHN R LINDLEY
29453 GOTSCH RD
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NE1/4 Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01

SWNE 18.00

T05N R05W S01

SENE 6.00

24 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXHIBIT

A

**QUITCLAIM DEED
FOR WATER RIGHT**

FOR VALUE RECEIVED, John R. Lindley, a single man, the Grantor, does hereby convey, release, remise and forever quitclaim unto L. W. and Barbara J. Ragains, husband and wife, the Grantees, whose address is 29392 Sabin Road, Parma, Idaho 83660, all of Grantor's right title and interest in and to Idaho Water Right No. 63-33145, formerly a portion of Water Right Nos. 63-8700 and 63-33040, which is more particularly described in Exhibit A that is attached hereto and by this reference is made a part hereof.

IN WITNESS WHEREOF, this deed was executed by the undersigned on the _____ day of _____, 2009.

John R. Lindley

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared John R. Lindley, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____



12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33145
NAME AND ADDRESS: BARBARA J RAGAINS
29392 SABIN
PARMA ID 83660
L W RAGAINS
29392 SABIN
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.660 CFS
499.50 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NE1/4 Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

1.660 CFS
499.50 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

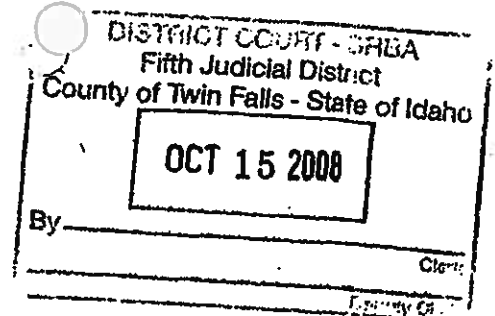
T05N R05W S01 Lot 3 NE1/4	10.00	T05N R05W S01 Lot 4 NW1/4	23.00
T05N R05W S01 NE1/4	40.00	T05N R05W S01 N1/2	38.00

111 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.





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

In Re SRBA

Case No. 39576

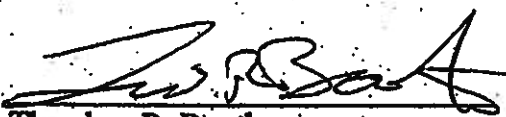
) SPECIAL MASTER'S REPORT
)
) FINDINGS OF FACT AND
) CONCLUSIONS OF LAW
)
) FOR WATER RIGHT 63-33041
)
) SPECIAL MASTER'S REPORT AND
) RECOMMENDATION OF
) DISALLOWANCE FOR WATER RIGHT
) CLAIM 63-08700

A notice of claim was filed for water right 63-08700 pursuant to I.C. § 42-1409. The Director of the State of Idaho Department of Water Resources (IDWR) examined the water system for this reporting area. The *Director's Report* contained a recommendation for the elements of water right 63-08700. Subsequent to the filing of the *Director's Report*, IDWR filed a *Notice of Completed Administrative Proceeding* which split water right 63-08700 into water rights 63-33040 and 63-33041. A hearing on a motion to file a late objection was held in subcase 63-33040 on October 3, 2008. At the hearing, it was determined that water right claim 63-33041 will not be affected by the outcome of contested water right 63-33040, and therefore water right claim 63-33041 can proceed on its own.

II. CONCLUSIONS OF LAW

Therefore based on the file and record herein, IT IS RECOMMENDED that water right 63-33041 be decreed with the elements as set forth in the attached *Recommendation for Partial Decree Pursuant to I.R.C.P. 54(b)*. IT IS FURTHER RECOMMENDED that the SRBA District Court enter a final order disallowing water right claim 63-08700.

Dated Oct 15, 2008


Theodore R. Booth
Special Master
Snake River Basin Adjudication

SPECIAL MASTER'S REPORT
G:\BASIN FOLDERS\MRR\63mm\33041.doc
10/15/2008

RECEIVED OCT 15 2008
RECEIVED OCT 15 2008

EXHIBIT

DISTRICT COURT - SRBA
Fifth Judicial District
Twin Falls - State of Idaho

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

In Re SRBA
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-33041

OCT 15 2008

Clerk

NAME AND ADDRESS: TROOST FAMILY LIVING TRUST
GREG TROOST
30540 SABIN RD
PARMA, ID 83660

SOURCE: GROUND WATER

QUANTITY: 0.31 CFS
94.50 AFW

PRIORITY DATE: 04/18/1977

POINT OF DIVERSION: T05N R05W S01 LOT 3 (NENW) Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	0.31 CFS 94.50 AFW

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: Irrigation Within Canyon County
T05N R05W S01 LOT 3 (NENE) 21.0
21.0 Acres Total

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

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

RULE 54(b) CERTIFICATE

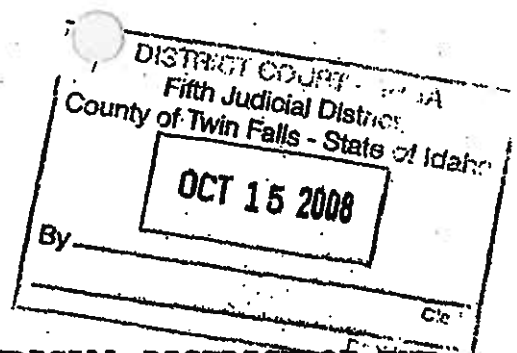
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

RECOMMENDATION

OCT 15 2008

CDP



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

In Re SRBA)

Case No. 39576)
_____)

NOTICE OF ISSUANCE OF
SPECIAL MASTER'S
RECOMMENDATION

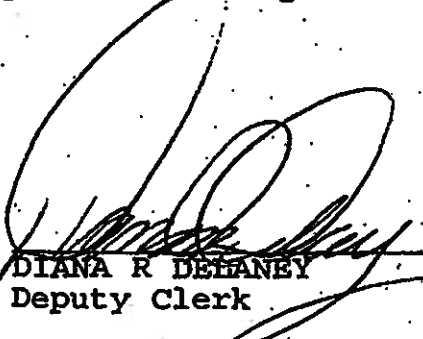
Water Right(s): 63-08700
63-33041

On October 15, 2008, Special Master THEODORE R. BOOTH issued a SPECIAL MASTER'S RECOMMENDATION for the above subcase(s) pursuant to SRBA Administrative Order 1 (AO1), Section 13a.

Pursuant to SRBA Administrative Order 1, Section 13a, any party to the adjudication including parties to the subcase, may file a Motion to Alter or Amend on or before the 28th day of the next month.

Failure of any party in the adjudication to pursue or participate in a Motion to Alter or Amend the SPECIAL MASTER'S RECOMMENDATION shall constitute a waiver of the right to challenge it before the Presiding Judge.

DATED October 15, 2008...


DIANA R. DELANEY
Deputy Clerk

NOTICE OF ISSUANCE

PAGE 1
10/15/08

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of

OCT 15 2008

By _____

Clerk

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

In Re SRBA

Case No. 39576

CERTIFICATE OF MAILING

Water Right(s): 63-08700
63-33041

CERTIFICATE OF MAILING

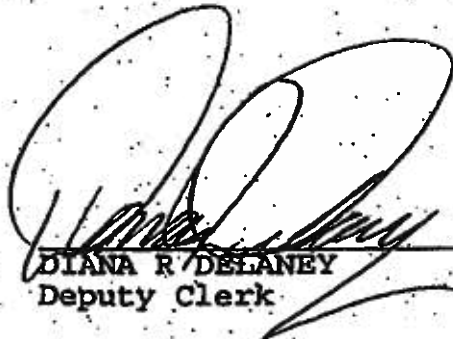
I certify that a true and correct copy of the SPECIAL MASTER'S REPORT, SPECIAL MASTER'S RECOMMENDATION FOR PARTIAL DECREE and NOTICE OF ISSUANCE OF SPECIAL MASTER'S REPORT AND RECOMMENDATION were mailed on October 15, 2008, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

BARBARA J RAGAINS
L W RAGAINS
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702
Phone: 208-424-7800

TROOST FAMILY LIVING TRUST
GREG TROOST
30540 SABIN RD
PARMA, ID 83660

CERTIFICATE OF MAILING


DIANA R DELANEY
Deputy Clerk

PAGE 1
10/15/08

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

In Re SRBA

Case No. 39576

Water Right: 63-33040 (Split)
into 63-33145 and 63-33146

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

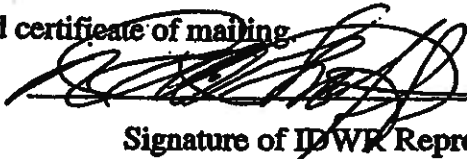
IDWR has completed the following administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party
- ☒ Split of water right ☒ Change in ownership
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water right listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: Feb 2, 2009


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 2/4, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

3. Copies to all parties to the subcase:

John R. Lindley
29453 Gotsch Rd.
Parma, ID 83660

L.W. and Barbara Ragains
29392 Sabin
Parma, ID 83660

Jon C. Gould
Ringert Law Chtd.
P.O. Box 2773
Boise, ID 83701-2773

Dana L. Hofstetter
Hofstetter Law Office
608 W. Franklin St.
Boise, ID 83702


Signature of person mailing this document

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33040

SPLIT RIGHT: SEE RIGHT NOS. 63-33145 and 63-33146.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
63-33040	BARBARA J RAGAINS 29392 SABIN PARMA ID 83660 L W RAGAINS 29392 SABIN PARMA ID 83660	Disallowed	Recommended as Right Nos. 63-33145 & 63-33146

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33145
NAME AND ADDRESS: BARBARA J RAGAINS
29392 SABIN
PARMA ID 83660
L W RAGAINS
29392 SABIN
PARMA ID 83660

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 1.660 CFS
499.50 AFY
PRIORITY DATE: 04/18/1977
POINT OF
DIVERSION:
T05N R05W S1 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.660 CFS 499.50 AFY
The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.		

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01 Lot 3 NENW	10.00	T05N R05W S01 Lot 4 NWNW	23.00
T05N R05W S01 NESW	40.00	T05N R05W S01 NWSW	38.00

111 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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

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

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

Right No. 63-9110 is also diverted through point of diversion described above.

Use of this right is combined with water from Black Canyon Irrigation District.

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146
NAME AND ADDRESS: JOHN R LINDLEY
29453 GOTSCH RD
PARMA ID 83660

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 NE1/4 Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.360 CFS 108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R05W S01	SWNE	18.00	T05N R05W S01	SENE	6.00
---------------	------	-------	---------------	------	------

24 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Use of this right is combined with water from Black Canyon Irrigation District.

Right No. 63-9110 is also diverted through point of diversion described above.

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

The right holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department.

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

Jan Shurte _____ **Date**
Water Rights Supervisor

Nicholas B. Spencer _____ **Date**
Deputy Attorney General
Attorney for IDWR

12/26/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-33146

NAME AND ADDRESS:

Troost Family Living Trust, Greg Troost
30540 Sabin Road
PARMA ID 83660

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.360 CFS
108.00 AFY

PRIORITY DATE: 04/18/1977

POINT OF
DIVERSION:

T05N R05W S1 MENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.360 CFS
108.00 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE:

IRRIGATION in CANYON County.

Location to be determined by Troost Transfer

24 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

CERTIFICATE OF MAILING

I certify that on _____, 2009, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

CLERK OF THE DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
253 THIRD AVENUE NORTH
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

2. Copies to:

BARBARA J. RAGAINS
L W RAGAINS
TROOST FAMILY LIVING TRUST
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702
Phone: 208-424-7800

JOHN R LINDLEY
Represented by:
JON C. GOULD
RINGERT CLARK CHARTERED
P.O. BOX 2773
BOISE, ID 83701

DIRECTOR OF IDWR
P.O. BOX 83720
BOISE, ID 83720-0098

Signature of person or attorney mailing form