

Lane V. Erickson (ISB No. 5979)
RACINE, OLSON, NYE, BUDGE
& BAILY, CHARTERED
201 East Center
P.O. Box 1391
Pocatello, Idaho 83204
Telephone: 208-232-6101
Fax: 208-232-6109

Attorney for Defendants

RECEIVED
JAN 13 2005
Department of Water Resources
Eastern Region

OCT 25 2004

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

GARY JENSEN, KAYE HALLINAN,
LEROY JENSEN, GORDON JENSEN,
LYLE JENSEN, and TERRY JENSEN,

Plaintiffs,

vs.

VEDA J. RUPP, individually, H. LAVELLE
RUPP, JR., and CHRISTINE PETERSEN,
co-trustees of the Estate of Harold L.
Rupp, LANA C. HANEY, SUSAN D.
KNAPP, HENRY C. RUPP, RODNEY K.
RUPP, H. LAVELLE RUPP, JR., and
CHRISTINE PETERSEN, beneficiaries
of the Estate of Harold L. Rupp,

Defendants.

Case No. CV-2003-2091-OC

ORDER APPROVING SETTLEMENT

THIS COURT having received from the parties and having fully reviewed the Stipulation for Settlement filed by the Plaintiffs and Defendants as designated above and having determined that the terms and conditions of the Stipulation for Settlement are in harmony with the terms and

conditions that were placed on the Court's record by the parties at the pre-trial conference held on June 28, 2004, the Court hereby acknowledges that the Parties are in full agreement of the Stipulation for Settlement and the Court hereby approves of the Stipulation for Settlement filed herewith;

IT IS HEREBY ORDERED that the division of the property in this partition action shall be made pursuant to the terms and conditions of the Stipulation for Settlement;

IT IS FURTHER ORDERED that the parties to the Stipulation for Settlement shall immediately execute all such documents, deeds, applications and the like as are necessary to transfer the real and personal property as well as the water rights and to fulfill all other terms, conditions, promises and obligations as are set forth in the Stipulation for Settlement. This Order incorporates the terms and conditions of the Stipulation for Settlement herein as if set forth fully.

Dated this 13 day of October, 2004.



N. RANDY SMITH
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14 day of October, 2004, I caused a true and correct copy of the foregoing document to be served by U.S. first-class mail, postage prepaid, upon the following unless a different method of service is indicated:

Lane V. Erickson
RACINE, OLSON, NYE, BUDGE
& BAILEY, CHARTERED
P.O. Box 1391
Pocatello, Idaho 83204

David H. Maguire
MAGUIRE & KRESS
1414 E Center
P.O. Box 4758
Pocatello, Idaho 83205-4758



CLERK OF THE COURT/Deputy Clerk

RECEIVED

JAN 13 2005

Department of Water Resources
Eastern Region

Lane V. Erickson (ISB No. 5979)
RACINE, OLSON, NYE, BUDGE
& BAILY, CHARTERED
201 East Center
P.O. Box 1391
Pocatello, Idaho 83204
Telephone: 208-232-6101
Fax: 208-232-6109

Attorney for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

GARY JENSEN, KAYE HALLINAN,
LEROY JENSEN, GORDON JENSEN,
LYLE JENSEN, and TERRY JENSEN,

Plaintiffs,

vs.

VEDA J. RUPP, individually, H. LAVELLE
RUPP, JR., and CHRISTINE PETERSEN,
co-trustees of the Estate of Harold L.
Rupp, LANA C. HANEY, SUSAN D.
KNAPP, HENRY C. RUPP, RODNEY K.
RUPP, H. LAVELLE RUPP, JR., and
CHRISTINE PETERSEN, beneficiaries
of the Estate of Harold L. Rupp,

Defendants.

Case No. CV-2003-2091-OC

STIPULATION FOR SETTLEMENT

COMES NOW the Plaintiffs, GARY JENSEN, KAYE HALLINAN, LEROY JENSEN,
GORDON JENSEN, LYLE JENSEN and TERRY JENSEN (hereafter collectively referred to as

STIPULATION FOR SETTLEMENT

Page 1 of 7

"Plaintiffs" unless specified otherwise), by and through their counsel of record, David H. Maguire, together with VEDA J. RUPP, individually, H. LAVELLE RUPP, JR., and CHRISTINE PETERSEN, co-trustees of the Estate of Harold L. Rupp, LANA C. HANEY, SUSAN D. KNAPP, HENRY C. RUPP, RODNEY K. RUPP, H. LAVELLE RUPP, JR., and CHRISTINE PETERSEN, beneficiaries of the Estate of Harold L. Rupp, (hereafter collectively referred to as "Defendants" unless specified otherwise) by and through their counsel of record, Lane V. Erickson, and hereby jointly stipulate to the settlement of the above captioned case upon those terms and conditions presented to the Court and placed upon the record of the Court on June 28, 2004, at the formal pretrial conference, which specific terms and conditions are as follows:

1. The property that is the subject matter of this Stipulation for Settlement consists of those two parcels located in Bannock county that are divided by Interstate 15 and identified as the east side parcel and the west side parcel respectively as described more fully in the pleadings on file herein and which are more specifically described in those three separate appraisals prepared by Stephen Meeks, Jeff Kelley and Vern Nelson, copies of which are contained in the Court's record;

2. The Parties stipulate, acknowledge and agree that the water from the well from the east side parcel will be appurtenant to and remain with the east side parcel and the water from the well on the west side parcel will be appurtenant to and remain with west side parcel. In other words, there will be no sharing of water between the two parcels after the division of the property as set forth herein. The water rights that are appurtenant to the parcels of property are described specifically in the above mentioned appraisals and as follows:

233 acres of water on the west parcel and 365 acres of water on the east parcel.

3. The Parties stipulate, acknowledge and agree that they each individually, jointly and severally, as necessary, shall execute the appropriate Quit Claim Deeds or other legal documents necessary to transfer the property for the east side parcel and west side parcel, thereby completely divesting themselves of any right, title or interest to the parcel being transferred to the other party pursuant to this Stipulation for Settlement;

4. Likewise, the Parties will each individually, jointly and severally, as necessary, execute all legal documents necessary to transfer all their right, title and interest of any type or kind of the water rights to the parcel to which the water is appurtenant pursuant to the terms and conditions of this Stipulation for Settlement;

5. The Parties stipulate, acknowledge and agree that the division of the properties as set forth herein is and shall forever be considered by the Parties to be: (1) a full, fair and equal division of the properties; (2) a full, fair and complete resolution of all claims, defenses, allegations, and disputes existing between the parties pursuant to this Partition Action; and (3) that no additional transfers of any money, rights or any other type or kind of value is required to be paid or exchanged by either party to the other party;

6. The Parties jointly stipulate, acknowledge and agree that the Plaintiffs' offered to the Defendants the right to choose which parcel it would accept in the division of the property and the Defendants chose to accept the east side parcel with its appurtenant water rights;

7. The Parties stipulate, acknowledge and agree that the Plaintiffs have accepted and will

receive the west side parcel with its appurtenant water rights;

8. The Parties jointly stipulate, acknowledge and agree that additional legal documents shall be prepared and executed by the Parties, jointly and severally, as necessary, in order to accomplish and completely perform the terms and conditions of this Stipulation as set forth above and hereby acknowledge and state that the Parties will immediately and without any delay execute, deliver to the other Party and allow to be filed and/or recorded any and all said documents necessary to fulfill the terms and conditions of this Stipulation;

9. The Parties also jointly stipulate, acknowledge and agree that in addition to the real property, certain personal property that are not fixtures, including but not limited to irrigation equipment, farm equipment and the like, will also be divided equally with each of the parties receiving exactly one-half of all such personal property previously associated with either the east side parcel or the west side parcel. All items designated as fixtures, including but not limited to pumps, pivots, mainlines and the like shall remain attached to the parcel upon which it is fixed and shall, by the terms and conditions of this Stipulation become the property of the party receiving said parcel;

10. Finally, the Parties jointly stipulate, acknowledge and agree that certain expenses and costs may arise with regards to the division of the real property with its appurtenant water rights as set forth herein. All such costs and expenses will be divided equally and be the responsibility of each party to pay exactly one-half of said costs and expenses. However, the Parties shall be solely responsible for their own attorneys fees associated with the above captioned case.

Plaintiffs:

Date: 09-09-04

Gary Jensen
GARY JENSEN

Date: 09-13-2004

Kaye Hallinan
KAYE HALLINAN

Date: 09-13-04

Leroy Jensen
LEROY JENSEN

Date: 13 Sep 04

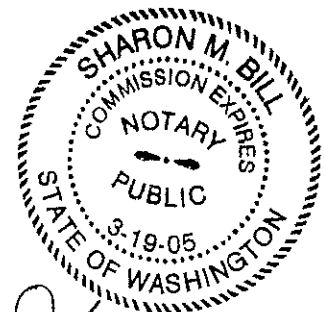
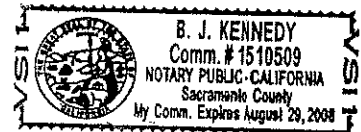
Gordon L. Jensen
GORDON JENSEN

Date: 13 Sept 04

Lyle Jensen
LYLE JENSEN

Date: 9-10-04

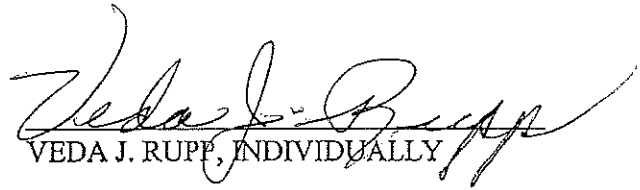
Terry Jensen
TERRY JENSEN



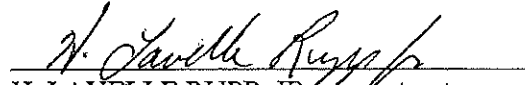
Sharon M. Bill
09-09-04

Defendants:

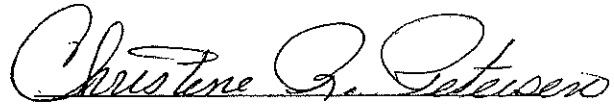
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VEDA J. RUPP, INDIVIDUALLY

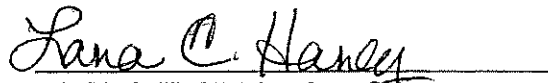
Date: 9-22-04


H. LAVELLE RUPP, JR., as co-trustee
of the Estate of Harold L. Rupp

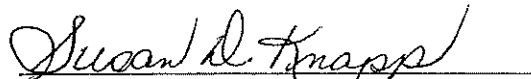
Date: 9-22-04


CHRISTINE PETERSEN, as co-trustee
of the Estate of Harold L. Rupp

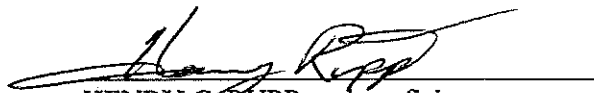
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LANA C. HANEY, as beneficiary
of the Estate of Harold L. Rupp

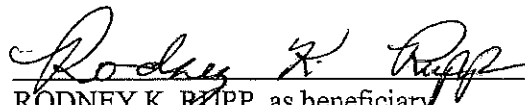
Date: 9-22-04


SUSAN D. KNAPP, as beneficiary
of the Estate of Harold L. Rupp

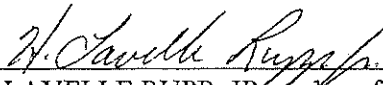
Date: 9/23/2004


HENRY C. RUPP, as beneficiary
of the Estate of Harold L. Rupp

Date: 9-22-04


RODNEY K. RUPP, as beneficiary
of the Estate of Harold L. Rupp

Date: 9-22-04

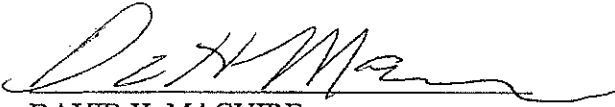

H. LAVELLE RUPP, JR., as beneficiary
of the Estate of Harold L. Rupp

Date: 9-22-04

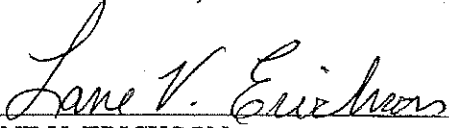

CHRISTINE PETERSEN, as beneficiary
of the Estate of Harold L. Rupp

Read and approved by:

MAGUIRE & KRESS


DAVID H. MAGUIRE
Attorney for Plaintiffs GARY JENSEN,
KAYE HALLINAN, LEROY JENSEN,
GORDON JENSEN, LYLE JENSEN, and
TERRY JENSEN

**RACINE, OLSON, NYE, BUDGE
& BAILEY, CHARTERED**

By 
LANE V. ERICKSON
Attorney for Defendants VEDA J. RUPP,
individually, H. LAVELLE RUPP, JR., and
CHRISTINE PETERSEN, co-trustees of the
Estate of Harold L. Rupp, LANA C. HANEY,
SUSAN D. KNAPP, HENRY C. RUPP,
RODNEY K. RUPP, H. LAVELLE RUPP, JR.,
and CHRISTINE PETERSEN, beneficiaries of
the Estate of Harold L. Rupp,

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JAN 13 2005

Department of Water Resources
Eastern Region

QUITCLAIM DEED

20427611

9-1

THIS INDENTURE made the 30 day of December, 2004, between Veda Rupp, individually; and Christine Petersen and Harold Lavelle Rupp, Jr., Trustees of the Harold L. Rupp, Revocable Living Agreement of Trust; and, Terry Jensen the Personal Representative of the Estate of Ora L. Jensen; and, Gary Jensen and Kay Hallinan, Trustees of Melville L. Jensen Trust, the parties of the first part (GRANTORS), and Gary Jensen, Terry Jensen, Gordon Jensen, Leroy Jensen, Jay Lyle Jensen and Kaye Hallinan, the parties of the second part (GRANTEES):

WITNESSETH, that the said parties of the first part, for and in consideration do by these presents demise, release and forever quitclaim unto the said parties of the second part, and to them and their assigns, all that land lying West of Interstate 15 and being in the County Bannock, State of Idaho, and more particularly described as:

That portion of the NW1/4 of Section 35 lying east of the Hiline Canal of the Fort Hall Irrigation Project; Also the S1/2 NE1/4; N1/2 SE1/4 and the S1/2 SE1/4 lying West of Interstate 15 in said Section 35 all in Township 5 South, Range 34 East, Boise, Meridian; Lots 1, 2 and 3, S1/2NE1/4, SE1/4 NW1/4 lying West of Interstate 15 in Section 2, being in Township 6 South, Range 34 East, Boise Meridian, excepting therefrom the following described tracts.

EXCEPT: All of Aero Park Subdivision, Bannock County, Idaho according to the recorded Plat thereof on file in the County Recorder's Office in Bannock County, Idaho.

ALSO EXCEPT: Beginning at the Southwest corner of Government Lot 3, Section 2, Township 6 South, Range 35 East; Boise Meridian; thence South 351.2 feet, more or less, to a point 30 feet West of the Southwest corner of Aero Park Subdivision; thence continuing South 258 feet to the Point of Beginning; thence continuing South 550 feet, more or less, thence East 238 feet, thence North 550 feet, thence West 238 feet, more or less, to the Point of Beginning;

ALSO EXCEPT: Beginning at the Southwest corner of Government Lot 3, Section 2, Township 6 South, Range 35 East, Boise Meridian; thence North 48.8 feet to a point 30 feet West of the Northwest corner of Aero Park Subdivision, also being the True Point of Beginning; Thence continuing North 1129 feet, more or less, along the West 1/16 line; thence East 462 feet, thence South 371 feet, thence East 165 feet, thence South 528 feet, thence West 165 feet, thence South 230 feet, thence West 462 feet, more or less, to the Point of Beginning.

Water Right No. 29-2419 having a priority date of 10/26/1959 for 2.95 cfs of water, from a well located in the SE1/4 NE1/4 NW1/4 of Section 35 Township 6 South Range 34 East Boise Meridian. This right is transferred to 233 acres total in Section 35 Township 5 South Range 34 East Boise Meridian and Section 2 Township 6 South Range 34 East Boise Meridian.

Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has set his hand and seal the day and year first above written.


GARY L. JENSEN, Trustee

TERRY L. JENSEN, Personal Representative

KAYE HALLINAN, Trustee

9-3

ALSO EXCEPT: Beginning at the Southwest corner of Government Lot 3, Section 2, Township 6 South, Range 35 East, Boise Meridian; thence North 48.8 feet to a point 30 feet West of the Northwest corner of Aero Park Subdivision, also being the True Point of Beginning; Thence continuing North 1129 feet, more or less, along the West 1/16 line; thence East 462 feet, thence South 371 feet, thence East 165 feet, thence South 528 feet, thence West 165 feet, thence South 230 feet, thence West 462 feet, more or less, to the Point of Beginning.

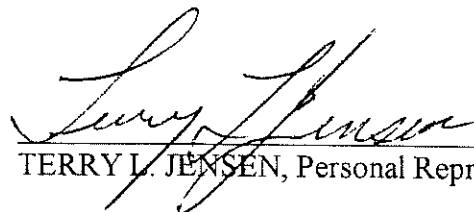
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TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has set his hand and seal the day and year first above written.

GARY L. JENSEN, Trustee



TERRY L. JENSEN, Personal Representative

KAYE HALLINAN, Trustee

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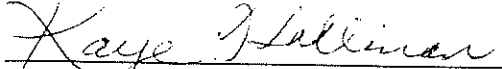
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TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has set his hand and seal the day and year first above written.

GARY L. JENSEN, Trustee

TERRY L. JENSEN, Personal Representative



KAYE HALLINAN, Trustee

Harold Lavelle Rupp
HAROLD LAVELLE RUPP, Trustee

Christine Peterson
CHRISTINE PETERSON, Trustee

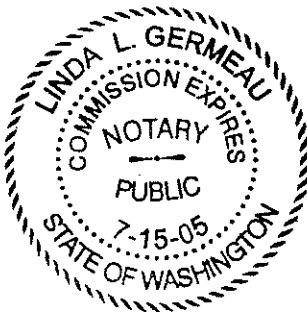
Veda Rupp
VEDA RUPP, individually

WASHINGTON
STATE OF IDAHO)
Jefferson : ss.
County of Bannock)

On this 15 day of November, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gary L. Jensen, Trustee, known 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 certificate first above written.

(SEAL)



Linda L. Germeau
NOTARY PUBLIC FOR ~~IDAHO~~ Washington
Residing at: ~~Pocatello, ID~~ Port Townsend, WA
My commission expires: 7-15-05

STATE OF ^{California} IDAHO)
 County of ^{Sacramento} Bannock : SS.
)

On this 27th day of December, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Terry L. Jensen, Personal Representative, known 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 certificate first above written.



(SEAL)

[Signature]
 NOTARY PUBLIC FOR IDAHO ^{California}
 Residing at: Pocatello, ID ^{Sacramento, CA}
 My commission expires: Sept 9, 2007

STATE OF IDAHO)
 : SS.
 County of Bannock)

On this ____ day of _____, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kaye Hallinan, Trustee, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello, ID
 My commission expires:

(SEAL)

STATE OF IDAHO)
 : ss.
 County of Bannock)

On this ____ day of _____, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Terry L. Jensen, Personal Representative, known 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 certificate first above written.

 NOTARY PUBLIC FOR IDAHO

Residing at: Pocatello, ID

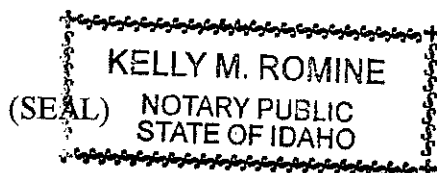
My commission expires:

(SEAL)

STATE OF IDAHO)
 : ss.
 County of Bannock)

On this 23rd day of November, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kaye Hallinan, Trustee, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Kelly M. Romine
 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello, ID
 My commission expires: Sept. 3, 2005

On this 23 day of December, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Harold Lavelle Rupp, Jr., Trustee, known 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 certificate first above written.




NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
My commission expires: 11-18-2008

On this 20 day of December, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Christine Peterson, Trustee, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



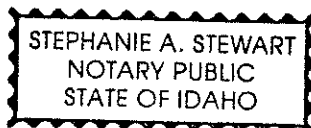
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
My commission expires: 11-18-2008

STATE OF IDAHO)
 : ss.
 County of Bannock)

On this 23 day of December, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Veda Rupp, individually, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)



Stephanie A. Stewart

NOTARY PUBLIC FOR IDAHO

Residing at: Pocatello, ID

My commission expires: 1-18-2008

20427611

RECORDED AT REQUEST OF

FEE 27⁰⁰ DEPUTY mw

Terry Jensen

2004 DEC 30 AM 10 58

OFFICIAL RECORD BK# 860

LARRY W GHAN RECORDER

BANNOCK COUNTY IDAHO