

2011003981

RECORDED

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CHRIS
CANYON COUNTY
REGISTRY
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AGREEMENT

This Agreement is entered into effective the 21st day of January, 2011 by and between W&H Limited Liability Company, an Idaho limited liability company ("W&H") and Gregory Obendorf and G.O. Investments, LLC a Colorado limited liability company (collectively "Obendorf") to resolve pending disputes between them concerning the use of water and water delivery facilities.

RECITALS

A. W&H owns real property in Canyon County, Idaho adjacent to the Boise River more particularly described in Exhibit A hereto. ("W&H Property")

B. W&H has filed certain claims in the Snake River Basin Adjudication ("SRBA"), including Amended Claim No. A63-32910 claiming 4.60 cubic feet per second ("cfs")/45 acre-feet per annum ("AFA") from a drain known locally as the Baldrige and Meadows Drain ("Drain") for year-round wildlife, wildlife storage and stock water purposes with a claimed priority date of January 1, 1970 (the "Wildlife Claim"). W&H also has filed late claims A63-33354 claiming 1.55 cfs from the Drain for stock watering with a claimed priority date of March 13, 1944, and Claim A63-33361 claiming .05 cfs from the Lower Haas Ditch for stock watering with a claimed priority date of March 13, 1944 (the "Stock Water Claims").

C. W&H also has filed an Application for Permit No. 63-32458 ("W&H Application") with the Idaho Department of Water Resources ("IDWR") seeking to appropriate an additional 4.6 cfs/78.8 AFA of water for year-round wildlife purposes from the Drain with a priority date of September 12, 2006 for delivery to the W&H Property via the Upper Haas Ditch via a headgate and control works located on the Obendorf property ("Upper Haas Headgate").

D. W&H also holds decreed water right Nos. 63-02611A and 63-02611B, each with a priority date of March 13, 1944 for 2.28 cfs for irrigation purposes diverted and delivered from the Drain via the Upper Haas Headgate and Upper Haas Ditch.

E. W&H also holds water right Permit 63-12601 with a priority date of August 24, 2000 for 0.2 cfs/20AFA for year-round wildlife purposes diverted and delivered from the Drain via the Upper Haas Headgate and Upper Haas Ditch.

F. The above-described water rights, including applications for permit, permits, licenses, claims and decrees, belonging to W&H are collectively referred to herein as the "W&H

Water Rights.” W&H also owns shares in the Haas Ditch Company for irrigation from the Lower Haas Ditch that are not the subject of this Agreement.

G. Obendorf owns real property adjacent to the W&H property, more particularly described in Exhibit B hereto (“Obendorf Property”), and has filed an Application for Permit No. 63-32460 with IDWR seeking to appropriate 6 cfs/40 acre-feet of water from the Drain with a priority date of April 5, 2005 for wildlife uses from the Upper Haas Headgate and using the Upper Haas Ditch on the Obendorf Property, and an Application for Permit No. 63-32459 seeking to appropriate 24 cfs from the Boise River with a priority date of April 5, 2005 for delivery through the Lower Haas Ditch for wildlife uses (the “Obendorf Applications”). Obendorf also has other water rights, including without limitation, from the Riverside Irrigation District and the Haas Ditch Company, that are not the subject of this Agreement.

H. Obendorf also desires to obtain a water right for the same purposes and in the same quantity as sought in Application for Permit 63-32460 to be diverted and delivered to storage and wildlife purposes from March 1 through November 15 from the Upper Haas Headgate and using the Upper Haas Ditch on the Obendorf Property. A copy of Obendorf’s proposed new permit application is attached hereto as Exhibit C. Obendorf may also desire to obtain a water right for the same purposes as sought in Application for Permit 63-32459 to be diverted from the Boise River for delivery through the Lower Haas Ditch for wildlife uses from March 1 through November 15.

I. Obendorf also intends filing: 1) a SRBA claim for a water right for wildlife and wildlife storage purposes using water diverted from the “Meadows Drain,” a tributary to the Drain, to be delivered to existing ponds on the Obendorf Property lying south of the Lower Haas Ditch, which water right would not be diverted or delivered from the Upper Haas Headgate or Upper Haas Ditch; 2) a SRBA claim for a water right for irrigation of ten acres of the Obendorf Property lying south of the Lower Haas Ditch using wastewater diverted directly from lands owned by Obendorf lying south and west from the Drain; and 3) a SRBA claim for a water right for irrigation of twelve acres of the Obendorf Property lying on both sides of the Lower Haas Ditch using water from the Drain diverted at the Upper Haas Headgate and delivered through and from the Upper Haas Ditch on the Obendorf Property. Copies of the above-described proposed SRBA Claims are attached hereto as Exhibits D, E and F respectively (the “Obendorf SRBA Claims”).

J. W&H has filed an Objection in the SRBA to IDWR’s recommendation of disallowal of its Wildlife Claim. Obendorf has filed a Response in the SRBA supportive of IDWR’s recommendation of disallowal of the Wildlife Claim and the matter currently is set for trial.

K. W&H has protested the Obendorf Applications and notified IDWR that Obendorf currently has no consent from W&H to use the Upper Haas Headgate or Upper Haas Ditch to deliver water to the Obendorf property. Obendorf has protested W&H’s Application for Permit No. 63-32458 raising as an issue, among other things, that W&H does not have an easement to

use the Upper Haas Headgate and Upper Haas Ditch to deliver the water sought by the Application.

L. W&H and Obendorf wish to resolve these various disputes between them concerning water use and use of the Upper Haas Headgate and Upper Haas Ditch on terms set forth herein.

M. The general locations of the various drains and ditches are described in Exhibit G hereto.

NOW THEREFOR, in consideration of the recitals, terms, covenants and conditions set forth herein, the parties agree as follows:

1. W&H and Obendorf will enter into a stipulated settlement by way of an SF-5 approved by IDWR allowing entry of a partial decree in the SRBA of the Wildlife Claim providing that the combined diversion rate for wildlife and stock water purposes under the Wildlife Claim and stock water claim A63-33354 is 4.6 cfs/45 AFA, and including language in substantially the following form subordinating the priority of the Wildlife Claim to the priority of Application for Permit No. 63-32460 when there is not a sufficient flow of water in the Drain to fully satisfy both:

This water right shall be subordinate to Water Right No. 63-32460. When the quantity of water necessary for the authorized beneficial use under Water Right No. 63-32460 is not available to be delivered from the source of this water right, diversions under this water right shall be limited to the extent required to supply the authorized beneficial use under Water Right No. 63-32460.

2. Obendorf shall not object to IDWR's recommendations and the SRBA's approval and partial decree of the Stock Water Claims, provided that W&H will reduce the quantity claimed for stock water under its late claim A63-33354 to 0.05 cfs, which, when combined with the Wildlife Claim, shall be limited to a total diversion rate and volume from the Drain of 4.6 cfs/45 AFA.

3. W&H shall file appropriate documents with IDWR to withdraw its protests to the now pending Obendorf Applications subject to IDWR approval consistent with the terms and conditions herein specified, and agrees not to protest the proposed applications described in Recital H above, including, without limitation, Exhibit C hereto. W&H's protest withdrawals will specifically state that a permit may be issued pursuant to such application for water right No. 63-32460 to Obendorf for 6 cfs/40 acre-feet, with a source of the Drain diverted at Upper Haas Headgate and delivered through the Upper Haas Ditch on the Obendorf Property as provided herein, and such Permit No. 63-32460 and any subsequently issued license of same, may

expressly recognize the subordination of W&H's Wildlife Claim described in Section 1 above to Permit No. 63-32460.

4. Obendorf may file the new application for permit shown in Exhibit C hereto, and provided that any permit issued has a priority date junior to September 12, 2006, W&H will not protest the new application. Obendorf may also file an Application for Permit for a water right for the same purposes as sought in Application for Permit 63-32459 to be diverted from the Boise River for delivery through the Lower Haas Ditch for wildlife uses from March 1 through November 15.

5. Obendorf may file the Obendorf SRBA Claims and, provided such SRBA Claims are recommended in substantial conformance with the elements contained in the attached Exhibits D, E and F, W&H will not object to the Obendorf SRBA Claims.

6. Obendorf will withdraw its protest to the W&H Application, subject to IDWR approval consistent with the terms and conditions herein specified.

7. Obendorf and W&H agree to share equally the cost of design and construction of any new measuring and/or control structure(s) that may be required by IDWR to allow the Watermaster to measure and deliver their respective water rights from the Drain at the Upper Haas Headgate. Upon the request of either party, one or more structures shall be designed and constructed after IDWR consultation, and as applicable, after approval from IDWR and/or U.S. Army Corps of Engineers, to allow W&H and Obendorf to accurately measure and confirm that they each are getting their authorized quantities from the Upper Haas Ditch. If IDWR recommends that accurate measurement can be obtained using only one structure, the parties will share equally in the costs and design of that measurement structure. If separate structures are recommended by IDWR for the parties' respective diversions from the Upper Haas Ditch, then W&H and Obendorf will be solely and individually responsible for designing and constructing all such measurement structures at any points measuring delivery of their individual respective water rights.

8. Obendorf agrees to take appropriate steps as necessary to ensure that the existing roadway by which W&H accesses the Upper Haas Headgate is not made impassable due to flooding or seepage resulting from Obendorf's use of water diverted at the Upper Haas Headgate.

9. Obendorf confirms W&H's existing right-of-way for the Upper Haas Headgate and the Upper Haas Ditch located on the Obendorf Property and W&H's continued right of access thereto for operation, maintenance, repair and replacement of same for delivery of water to the W&H Property under the W&H Water Rights described in this Agreement, and W&H confirms Obendorf's continued right of access to the Upper Haas Headgate and Upper Haas Ditch for the construction, operation, maintenance, repair and replacement of Obendorf's portion of the Upper Haas Headgate and Upper Haas Ditch for delivery of water to the Obendorf Property under the various Obendorf water rights, applications, permits and claims described in this Agreement.

10. W&H and Obendorf shall endeavor in good faith to implement this Agreement and shall not encourage or assist any third party in undertaking any action that either of them would be precluded from taking themselves by way of this Agreement.

11. This Agreement may be recorded by either party or produced by either party in any proceeding before the SRBA or the IDWR to confirm the parties' intent with respect to the processing of the water right claims and applications that are the subject hereof.

12. All of the obligations and covenants contained herein shall be binding on the parties hereto and their respective principals, members, managers, agents, employees, representatives, successors and assigns.

13. Each party will bear their own attorney fees and costs with respect to proceedings regarding the water right applications and/or SRBA claims that are the subject of this Agreement.

14. In the event of a breach of this Agreement by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' and consultants' fees and disbursements, and also including reasonable attorneys' fees and costs and fees associated with any appeal of a judgment.

15. This 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 Agreement

[End of text – separate signature pages follow]

W&H LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: Gerald A. Waller
Gerald A. Waller, Manager

STATE OF IDAHO)
) ss.
County of Ada)

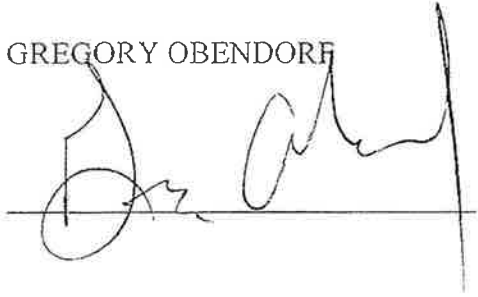
On this 6th day of January, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared Gerald A. Waller, known or identified to me to be one of the members in the limited liability company of W&H Limited Liability Company, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



Katharine Creswell
Notary Public for Idaho
Residing at: Ada County
My commission expires: 3/22/16

GREGORY OBENDORF



STATE OF IDAHO)

) ss.

County of Canyon)

On this 18th day of January, 2011, before me, the undersigned, a notary public in and for said county and state, personally appeared Gregory Obendorf, 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 certificate first above written.




Notary Public for Idaho
Residing at Paris
Commission expires 12/02/2011

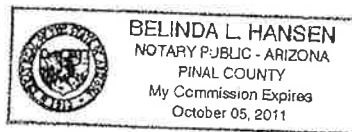
G.O. INVESTMENTS, LLC
a Colorado limited liability company

By: George Ray Obendorf
George Ray Obendorf, Manager

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 17 day of January, 2011, before me, a Notary Public in and for the State of ARIZONA, personally appeared George Ray Obendorf, known or identified to me to be one of the members in the limited liability company of G.O. Investments, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



Belinda L. Hansen
Notary Public for ARIZONA
Residing at: Queen Creek, AZ
My commission expires: 10-5-2011

EXHIBIT A
(W&H Property Description)

Parcel I

A tract of land situated in the County of Canyon, State of Idaho to wit:

Beginning at the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and running thence West on the North line of said Section 21, a distance of 1305 feet; thence South 17°10' West 250.0 feet; thence South 3°45' East 565.0 feet; thence South 16°45' East 245.5 feet; thence North 90°0' East 102.2 feet; thence South 68°30' East 295.5 feet; thence South 49°44' East 428.7 feet; thence South 56°10' East 343.0 feet; thence South 67°28' East 335.9 feet to a point 1735.25 feet South of the North ¼ corner of Section 21, Township 5 North, Range 5 West of the Boise Meridian; thence South 76°38' East 416.6 feet; thence South 63°07' East 255.3 feet; thence South 82°50' East 132.5 feet; thence North 84°55' East 271.0 feet; thence South 26°45' East 231.3 feet; thence North 89°53' East 176.3 feet; thence North 78°50' East 380.7 feet; thence South 68°25' East 546.0 feet; thence South 73°22' East 486.0 feet; to a point which is North 6°38' East 254.0 feet from the ¼ corner between Section 21 and 22, Township 5 North, Range 5 West of the Boise Meridian; thence South 82°58' East 515.5 feet; thence South 81°30' East 413.0 feet to the Southwesterly bank of the Boise River; thence continuing South 81°30' East 375.8 feet to a point on the East side of Lot 4 of Section 22, Township 5 North, Range 5 West of the Boise Meridian 81.3 feet North of the Southeast corner of said Lot 4; thence North along the East side of Lot 4 and the Northwest ¼ of the Northwest ¼ of said Section 22 to the North line of said Section 22, thence West along the North line of Section 22 and Section 21, Township 5 North, Range 5 West of the Boise Meridian to the North ¼ corner of said Section 21, which is the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, the point of Beginning. (Consisting of 242 acres more or less.)

Parcel II

Beginning at a point 20.0 feet East of the Northwest corner of the Southwest Quarter of Lot Six of Section Twenty-one, Township Five North, Range Five West of the Boise Meridian, thence North $2^{\circ} 55'$ East 645.0 feet; thence North $2^{\circ} 10'$ West 252.0 feet; thence North $16^{\circ} 45'$ West 12.5 feet; thence North $90^{\circ} 0'$ East, 102.2 feet; thence South $68^{\circ} 30'$ East 295.5 feet; thence South $49^{\circ} 44'$ East 428.7 feet; thence South $56^{\circ} 10'$ East 343.0 feet; thence South $67^{\circ} 28'$ East 335.9 feet to a point 1735.25 feet South of the quarter corner on the North side of said Section Twenty-one; thence South $76^{\circ} 38'$ East 416.6 feet; thence South $63^{\circ} 07'$ East 255.3 feet; thence South $82^{\circ} 50'$ East 132.5 feet; thence North $84^{\circ} 55'$ East 271.0 feet; thence South $26^{\circ} 45'$ East 231.3 feet; thence North $89^{\circ} 52'$ East 176.3 feet; thence North $78^{\circ} 50'$ East 380.7 feet; thence South $68^{\circ} 25'$ East 546.0 feet; thence South $73^{\circ} 22'$ East 486.0 feet to a point North $6^{\circ} 38'$ East 254.0 feet from the Quarter corner between Section Twenty-one and Twenty-two, Township Five North, Range Five West of the Boise Meridian; thence South $82^{\circ} 58'$ East 515.5 feet; thence South $81^{\circ} 30'$ East 413.0 feet to the Southwesterly bank of the Boise River; thence continuing South $81^{\circ} 30'$ East 375.8 feet to a point on the East side of Lot Four of Section Twenty-two, Township Five North, Range Five West of the Boise Meridian, 81.3 feet North of the Southeast corner of said Lot Four; thence South along the east side of Lot Four and Lot Three, Section Twenty-two, Township Five North, Range Five West of the Boise Meridian, to the Southeast corner of Lot Three (Northwest Quarter of the Southwest Quarter) of Section Twenty-two, Township Five North, Range Five West of the Boise Meridian; thence West along the South line of Lot Three of Section Twenty-two, and Lot Nine of Section Twenty-one, Township Five North, Range Five West

(continued on next page)

of the Boise Meridian, to a point 180.0 feet East of the Southwest corner of Lot Nine (Northeast Quarter of the Southeast Quarter) of Section Twenty-one, Township Five North, Range Five West of the Boise Meridian; thence Northwesterly 269.1 feet to a point 200.0 feet North of the said Southwest corner of Lot Nine; thence North 130.0 feet; thence West 1324.6 feet parallel to the center line of Section Twenty-one; thence North 991.5 feet to the center of Section Twenty-one; Township Five North, Range Five West of the Boise Meridian; thence 663.4 feet West along the center line of said Section Twenty-one; thence North 660 feet; thence West 640 feet to the point of beginning;

Parcel III

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 16, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING from said Southwest Quarter of the Southeast Quarter:

BEGINNING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 16; running thence due South 210 feet; thence due West 210 feet; thence due North 210 feet; thence due East 210 feet to the POINT OF BEGINNING.

(The end of Exhibit A)

EXHIBIT B
(Obendorf Property Description)

Lot 10 of Sec. 21, and Lot 5 of Sec. 22, and Lot 4 of Sec. 27 and the NE¼ of the NE¼ of Sec. 28;

ALSO a strip of land of uniform width off the entire South side of the NW¼ of the SE¼ of Sec. 21, said strip of land containing 10 acres;

ALSO, a tract of land in the SW corner of Lot 9 of Sec. 21, described as follows, to-wit:
Commencing at the SW corner of said Lot 9, running thence East along the South side of said Lot 9, 180 feet, thence in a NWly direction to a point on the West line of said Lot 9, 200 feet North of the SW corner of said lot, thence South along the West line of said Lot 9 to the SW corner of said lot, the point of beginning,

ALL of the above described land being in Twp. 5 N, R 5 W B.M.;

EXCEPTING therefrom the lands conveyed to the United States of America by deed recorded in Book 76 of Deeds, at page 535, records of Canyon County, Idaho, to which reference is hereby made, AND SUBJECT to the rights acquired by agreement recorded in Book 4 of Bonds and Agreements, at page 29, records of Canyon County, Idaho, to which reference is hereby made.

10/18/2012

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

RIGHT NUMBER: 63-32910

NAME AND ADDRESS: W & H LIMITED LIABILITY COMPANY
DBA MALLARD FARMS
PO BOX 7943
BOISE ID 83707

SOURCE: UNNAMED DRAIN

TRIBUTARY: BOISE RIVER

QUANTITY: 4.600 CFS
45.00 AFY

This right and Right No. 63-33354 are limited to a total combined diversion rate of 4.6 cfs. The storage volume for this right is limited to 45 AF.

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1970

This water right shall be subordinate to Water Right No. 63-32460. This water right shall be subordinate to Water Right 63-33508 from October 1 through November 15 inclusive.

POINT OF
DIVERSION:

T05N R05W S27 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DIVERSION TO STORAGE	01/01 12/31	4.600 CFS
WILDLIFE	01/01 12/31	4.600 CFS
WILDLIFE STORAGE	01/01 12/31	45.00 AFY
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: WILDLIFE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

WILDLIFE STORAGE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

STOCKWATER same as WILDLIFE

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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 - Beneficial Use

Source is locally known as the Baldridge-Meadows Drain.

Stockwater use is for 200 beef cattle.

NBS
C1

LO MCC

CERTIFICATE OF MAILING

I certify that on May 1st, 2012, 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:

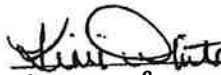
CLERK OF THE DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
253 THIRD AVENUE NORTH
P. O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

2. Copies to:

GREG OBENDORF
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702

W & H LIMITED LIABILITY COMPANY
Represented by:
MICHAEL C. CREAMER
601 W. BANNOCK ST.
P.O. BOX 2720
BOISE, ID 83701-2720

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



Signature of person or attorney

**RESOLUTIONS OF THE MANAGERS OF
-----W & H LIMITED LIABILITY COMPANY -----**

THE UNDERSIGNED, BEING ALL OF THE MANAGERS OF W & H LIMITED LIABILITY COMPANY, AN IDAHO LIMITED LIABILITY COMPANY (THE "COMPANY"), HEREBY CONSENT TO, APPROVE AND ADOPT THE FOLLOWING RESOLUTIONS EFFECTIVE AS OF NOVEMBER 20, 2012:

WHEREAS, Company and Gregory Obendorf and G.O. Investments, LLC, a Colorado limited liability company ("Obendorf"), have entered into that certain Agreement dated January 21, 2011, recorded on January 28, 2011, as Instrument No. 2011003981 (the "Settlement Agreement"), resolving certain objections and disputes in the Matter of Application for Permit Nos. 63-32458 and 63-33463 in the name of W & H Limited Liability Company and Applications for Permit Nos. 63-33508 and 63-32460 in the name of G.O. Investments, LLC, before the Department of Water Resources of the State of Idaho (the "Case");

WHEREAS, Company and Obendorf have agreed to amend the Settlement Agreement, on the terms and conditions set forth in the Amendment to Agreement attached hereto (the "Amendment");

WHEREAS, the undersigned Managers, having reviewed the terms and provisions of the Settlement Agreement and Amendment, deem it advisable and in the best interests of the Company to resolve the objections and disputes as provided therein and, in connection with the Settlement Agreement and Amendment;

WHEREAS, it having come to the attention of the Managers that the Company's name has been entered incorrectly in the records of the Department of Water Resources, the undersigned Managers deem it advisable and in the best interests of the Company to correct or clarify ownership and name discrepancies in the records of the Department of Water Resources and the Court in the Snake River Basin Adjudication relating to water rights owned by the Company;

WHEREAS, the Company is a manager-managed limited liability company, and the Second Amended and Restated Operating Agreement of the Company authorizes the Managers, or either one of them acting alone, to take action and to execute documents on behalf of and to bind the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Managers of the Company hereby ratify and approve the Settlement Agreement and confirm that it is a binding agreement of the Company;

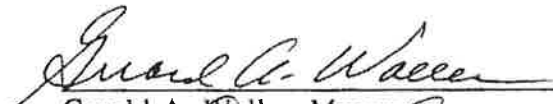
RESOLVED FURTHER that the Managers of the Company hereby approve the Amendment, together with all exhibits thereto, as have been presented to and reviewed by the Managers of the Company;

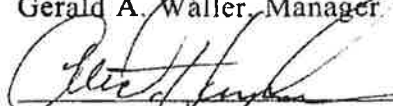
RESOLVED FURTHER, that the Managers of the Company, and each of them acting alone, are hereby authorized to execute and deliver, for and on behalf of Company, the Amendment, in substantially the form presented to the Managers with such modifications as the Managers (or Manager executing the same) deem to be in the best interests of the Company, and any additional documents, instruments, and agreements as are necessary or desirable to consummate the Settlement Agreement and Amendment, together with any and all amendments and modifications thereto;

RESOLVED FURTHER, that actions taken and filings made by the Managers of Company, or either of them, and of any person or persons designated and authorized to act by any Manager of Company, in respect of water rights, water permit applications, water permits and other related matters, with the Department of Water Resources or with the Court in the Snake River Basin Adjudication, incorrectly listing Company's name as "W & H, LLC" or "W & H Partnership, LLC" are hereby severally ratified, confirmed, approved, and adopted as the acts of Company;

RESOLVED FURTHER, that the Managers of the Company, and each of them acting alone, are authorized, for and on behalf of Company, to prepare, negotiate, execute, deliver and file such instruments, deeds, assignments, consents, documents, agreements, pleadings, notices, filings or letters as may be required or deemed necessary by the Manager so acting to validate, correct, clarify, or resolve issues that may exist with respect to the Company's name on or ownership of its water rights (including water rights applications, permits, licenses, claims, and decrees and including, without limitation, the water rights referenced in the Settlement Agreement and Amendment), and to provide copies thereof with such other information and fees as may be necessary to correct the name of the Company in the records of the Department of Water Resources and with the Court in the Snake River Basin Adjudication; and

RESOLVED FURTHER, that any actions taken by the Managers of Company, or either of them, and of any person or persons designated and authorized to act by any Manager of Company, which acts would have been authorized by the foregoing Resolutions except that such acts were taken prior to the adoption of such Resolutions, are hereby severally ratified, confirmed, approved, and adopted as the acts of Company.


Gerald A. Waller, Manager


Allan D. Humphries, Manager

5842849_1.DOC

AMENDMENT TO AGREEMENT

This Amendment to Agreement ("Amendment") is entered into the ____ day of _____, 2012 by and between W&H Limited Liability Company, an Idaho limited liability company ("W&H") and Gregory Obendorf and G.O. Investments, LLC a Colorado limited liability company (collectively "Obendorf") to resolve pending disputes between them concerning the use of water and water delivery facilities and pending subcases in the Snake River Basin Adjudication ("SRBA").

RECITALS

WHEREAS, W&H and Obendorf entered into that certain Agreement dated effective January 21, 2011 recorded as Instrument No. 2011003981 in the records of Canyon County, Idaho ("Agreement"); and

WHEREAS, Obendorf's Application for Permit contemplated by Recital H of the Agreement and depicted in Exhibit C to the Agreement has been assigned No. 63-33508 by the Department; and

WHEREAS, Obendorf has objected to IDWR's recommendation of W&H's SRBA Claim A63-33354; and

WHEREAS, W&H and Obendorf desire to amend the Agreement on the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in consideration of the recitals above, which are incorporated herein, W&H and Obendorf hereby agree as follows:

1. Recital B of the Agreement is hereby amended and completely replaced to state as follows:

B. W&H has filed certain claims in the Snake River Basin Adjudication ("SRBA"), including Amended Claim No. A63-32910 claiming the right to divert 4.60 cubic feet per second ("cfs") from a drain known locally as the Baldridge and Meadows Drain ("Drain"), and to store up to 45 acre-feet for wildlife purposes from January 1 to December 31 of each year with a claimed priority date of January 1, 1970 (the "Wildlife Claim") all as more particularly set forth in the Wildlife Claim. W&H also has filed late claims A63-33354 claiming 1.55 cfs from the Drain for stock watering purposes with a claimed priority date of March 13, 1944, and Claim A63-33361 claiming 0.05 cfs from the Lower Haas Ditch for stock watering with a claimed priority date of March 13, 1944 (the "Stock Water Claims").

2. Recital C of the Agreement is hereby amended and completely replaced to state as follows:

C. W&H also has filed an Application for Permit No. 63-32458 ("W&H Application") with the Idaho Department of Water Resources ("IDWR") seeking to appropriate an additional 4.6 cfs for year-round wildlife purposes from the Drain and to store up to 78.8 acre-feet for year-round wildlife purposes with a priority date of September 12, 2006 for delivery to the W&H Property via the Upper Haas Ditch via a headgate and control works located on the Obendorf property ("Upper Haas Headgate").

3. Section 1 of the Agreement is hereby amended and completely replaced to state as follows:

W&H and Obendorf will enter into a stipulated settlement by way of an SF-5 approved by IDWR allowing entry of a partial decree in the SRBA of the Wildlife Claim providing that the Wildlife Claim and Right No. 63-33354 are limited to a total combined diversion rate of 4.6 cfs, and that the storage volume for the Wildlife Claim is limited to 45 acre-feet, and including language substantially in the following form subordinating the priority of the Wildlife Claim to the priority of Application for Permit Nos. 63-32460 and 63-33508 as follows:

This water right shall be subordinate to Water Right No. 63-32460. This water right shall be subordinate to Water Right No. 63-33508 from October 1 through November 15 inclusive.

Upon full execution of the SF-5s for the Wildlife Claim and the Stockwater Claims, W&H shall withdraw Application for Permit No. 63-33463 with prejudice.

4. Section 2 of the Agreement is hereby amended and completely replaced to state as follows:

W&H and Obendorf will enter into a stipulated settlement by way of SF-5s approved by IDWR allowing entry of partial decrees in the SRBA of the Stock Water Claims, provided that the quantity recommended and decreed for stock water under claim A63-33354 is limited to 0.05 cfs, which, when combined with the Wildlife Claim, shall be limited to a total combined diversion rate of 4.6 cfs.

5. Section 6 of the Agreement is hereby amended and completely replaced to state as follows:

Obendorf will withdraw its protest to the W&H Application (63-32458), subject to IDWR approval consistent with the terms and

conditions herein specified, and provided IDWR approval includes permit condition language in substantially the following form subordinating the priority of the W&H Application to the priority of Application for Permit No. 63-33508:

This water right shall be subordinate to Water Right No. 63-33508.

6. Attachment 1 hereto, which is incorporated herein as part of this Amendment, contains the forms of SF-5s for SRBA claims 63-32910 and 63-33354 to be executed by W&H and Obendorf pursuant to this Amendment. The SF-5s shall not be executed by the parties hereto until and unless the Department first approves all of them.

7. This Amendment may be recorded by either party or produced by either party in any proceeding before the SRBA or the IDWR to confirm the parties' intent with respect to the processing of the water right claims and applications that are the subject hereof.

8. This Amendment 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 agreement.

9. As expressly amended by this Amendment to Agreement, W&H and Obendorf agree and certify one to the other that (i) all of the terms, covenants and conditions of the Agreement are in full force and effect, (ii) that there are no uncured defaults on the part of W&H or Obendorf hereunder, and (iii) the Agreement is hereby ratified and confirmed. The terms of said Agreement, as modified by this Amendment, are incorporated herein as if set forth in full.

[End of text – separate signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed effective as of the date set forth above.

W&H:

W&H LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: _____
Gerald A. Waller, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2012, before me, a Notary Public in and for the State of Idaho, personally appeared Gerald A. Waller, known or identified to me to be one of the members in the limited liability company of W&H Limited Liability Company, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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: _____
My commission expires: _____

OBENDORF:

GREGORY OBENDORF

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, the undersigned, a notary public in and for said county and state, personally appeared Gregory Obendorf, 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 certificate first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

G.O. INVESTMENTS, LLC,
a Colorado limited liability company

By: _____
George Ray Obendorf, Manager

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, a Notary Public in and for the State of _____, personally appeared George Ray Obendorf, known or identified to me to be one of the members in the limited liability company of G.O. Investments, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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 _____
Residing at: _____
My commission expires: _____

**ATTACHMENT 1
TO AMENDMENT TO AGREEMENT**

CONSENT

We, the undersigned, Commissioners of the Riverside Irrigation District (a drainage district organized and existing under the laws of the State of Idaho), hereby give and grant on behalf of the said Riverside Irrigation District a permit to Charlotte D. Allen, a widow, of Parma, Idaho to appropriate and use six second feet of water from the Meadows and Baldrige Drain, as now located within the said Riverside Irrigation District, at a point of diversion thereon located at approximately the following point of diversion in Canyon County, Idaho, to-wit:-

At a point about 1,320 feet East, and 400 feet South from the northwest corner of Section 27, Township 5 North, Range 5 West of the Boise Meridian,

Said water from said Meadows and Baldrige Drain, to be used by the said Charlotte D. Allen, her heirs, executors, administrators, successors and assigns, upon the following described lands in Canyon County, Idaho, to-wit:-

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$, and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, all in Section 21, Twp. 5 North, Range 5 West of the Boise Meridian, containing 215 acres.

and

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; and NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 22, Twp. 5 North, Range 5 West of the Boise Meridian, containing 107 acres.

Dated at Parma, Idaho, March 13, 1944.

RIVERSIDE IRRIGATION DISTRICT

By

W.H. Kneifel
Ralph Stark
C.D. Allen

Commissioners.

For use of

Consent from
Riverside
Dist. owners
of 163-2611A/B
to use 1120 from Drain

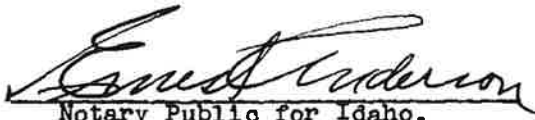
19493

Page #2. Consent.

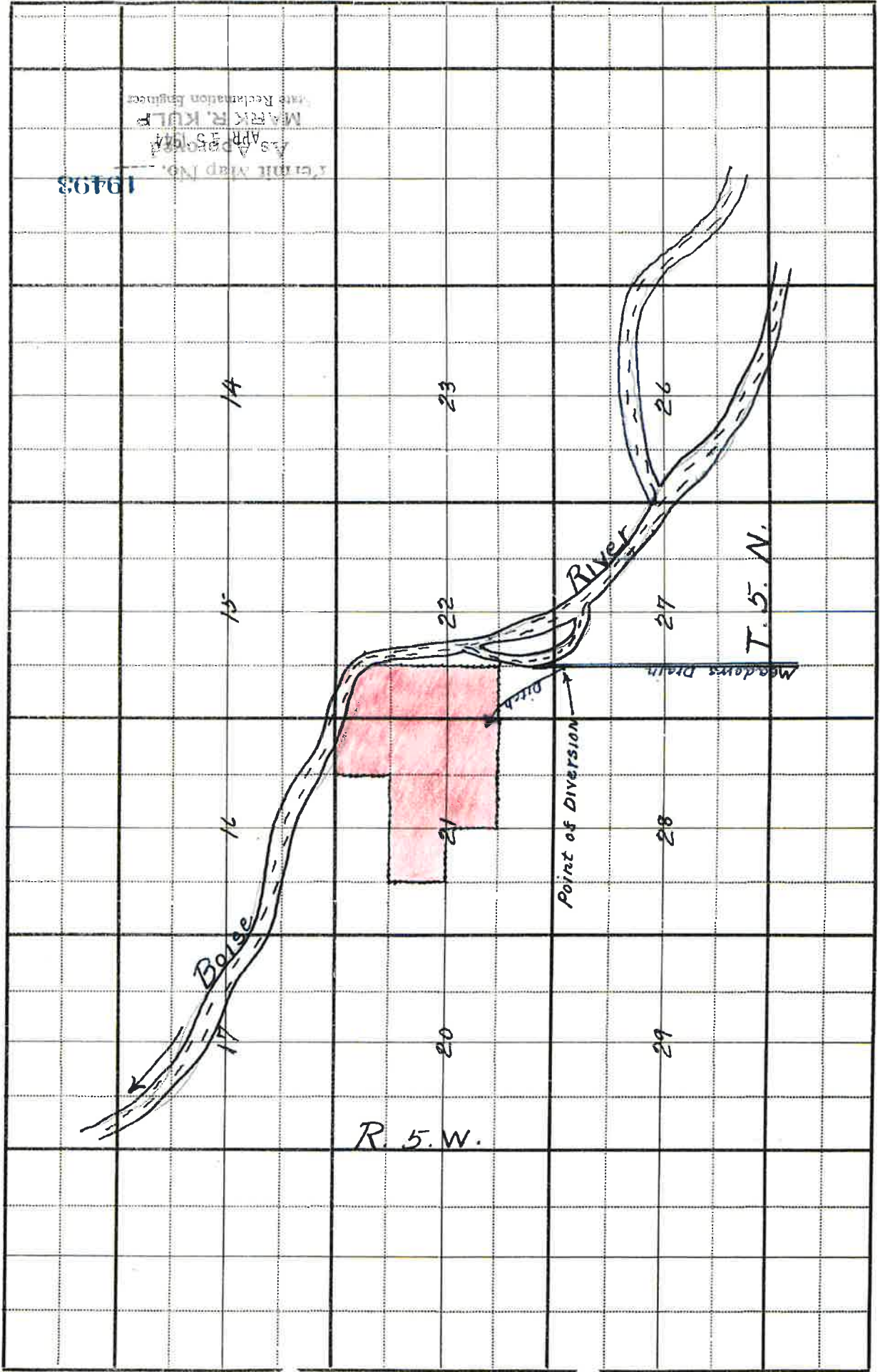
State of Idaho,)
County of Canyon,) ss.

On this 13th day of March, 1944, before me,
ERNEST ANDERSON, a Notary Public in and for said State,
personally appeared W. H. KNIEFEL, RALPH STARK and C. G.
ALLEN, known to me to be the Commissioners of Riverside
Irrigation District (a drainage district) of Canyon County,
Idaho, and who executed the foregoing instruments on be-
half of the said Riverside Irrigation District, and acknow-
ledged to me that such irrigation district 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 Parma, Idaho.

19493



19493
As Approved
APR 25 1944
MARK R. KULP
State Reclamation Engineer

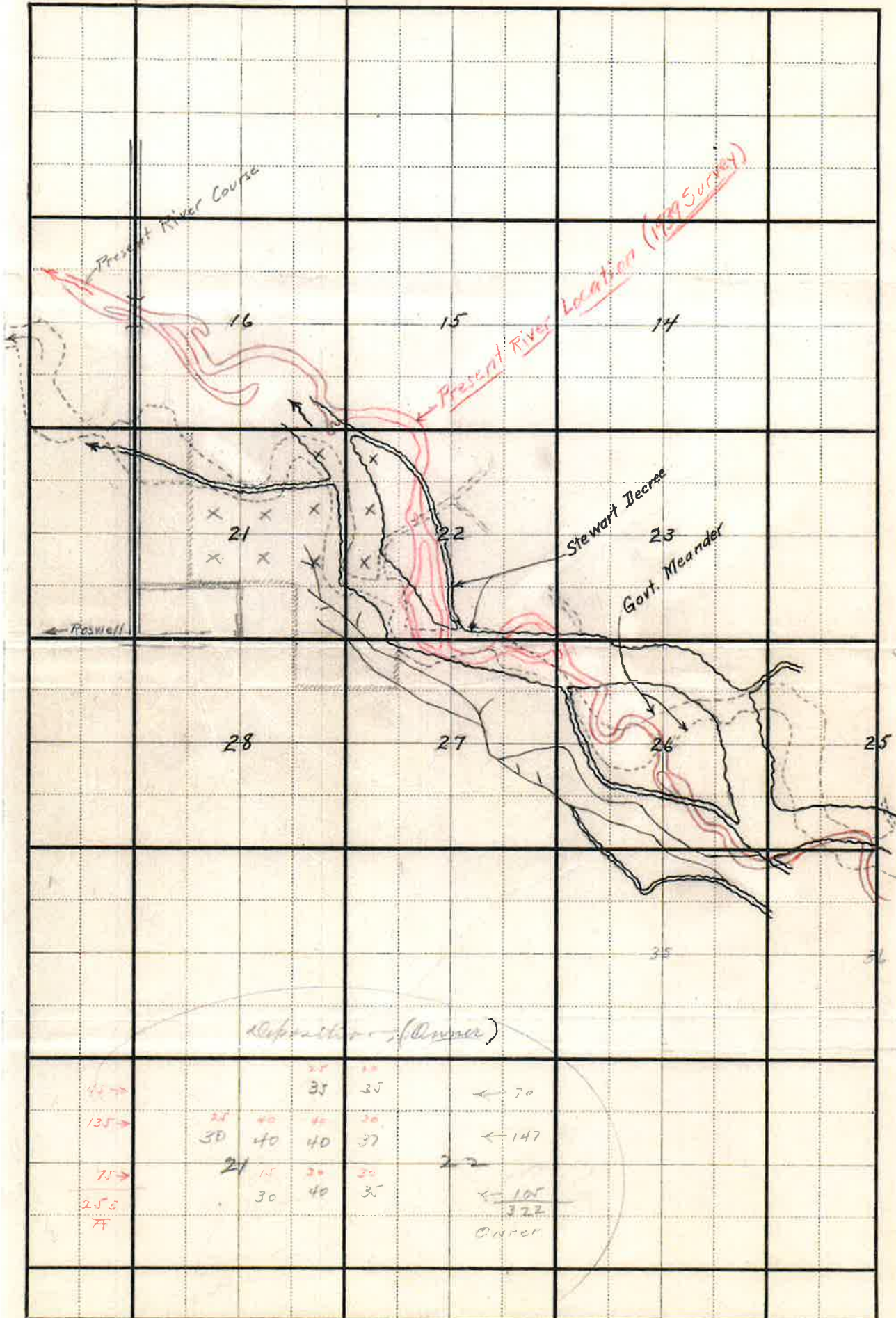
NAME OF APPLICANT

Charlotte W. Allen

T. 5N - W

P-19493

FORM No. 0



SCALE: 2 INCHES EQUALS 1 MILE. DRAW PLAN IN INK.

19493

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. 19493

This proof is for Beneficial use

In Water District No. _____

1. Name of applicant Charlottie D. Allen- C/o Ernest Anderson, Att'y.-at-Law- Parma, Idaho

2. Source of water supply Meadows & Baldrige Drain

3. Location of point of diversion: Is in the NW $\frac{1}{4}$ of Section 27

T. 5 N. R. 5 W. County of Canyon

4. Describe works as they exist, giving dimensions and capacities of same: A Lumber Check Dam 12 feet long, 8 feet wide, and 7 feet deep with stop log control, and a Headgate structure of concrete, 5 feet wide X 5 feet high with outlet culvert 4 feet X 4 feet in section discharging to a ditch of 6 feet width X 1 to 1 $\frac{1}{2}$ feet in depth.

5. Water is used for: Irrigation

6. State whether or not water has been turned into works of diversion: Yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irrigation): NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 21;

NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22;

All in Twp. 5 N., Range 5 W., B. M.

(Submit map on attached plat, showing location and details of above description.

8. What large stream would the water here appropriated finally reach? Boise River

Remarks: _____

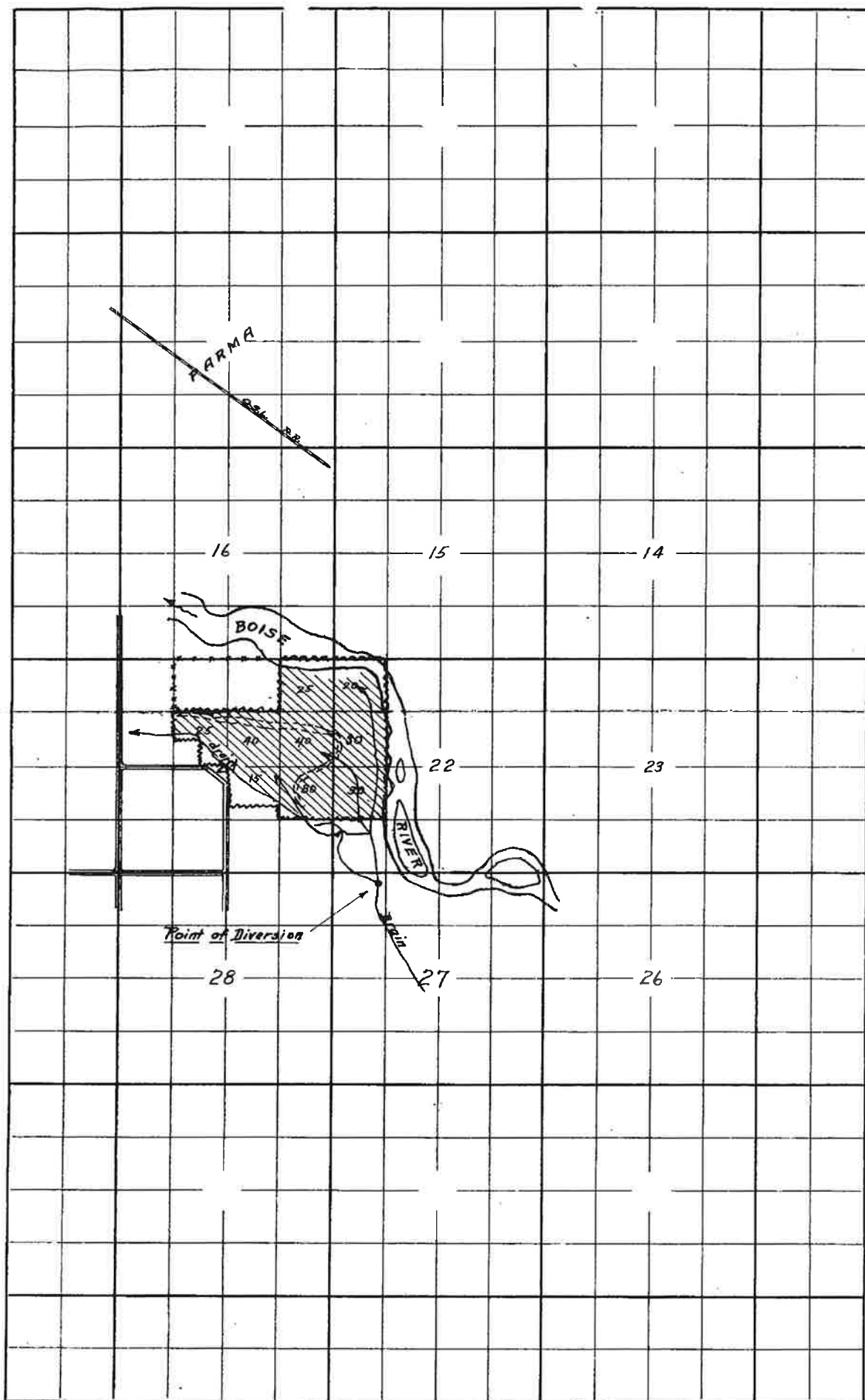
A Concrete Control Structure 9 feet long, 8 feet high, and 10 feet wide is located 70 feet below the point of diversion.

However, it has no wing walls, is more or less washed out at the sides, and is not at present in a usable condition.

This examination was made on the 26th day of Sept., 1945

(Signed)

Frank H. Dolman
Examiner.



SCALE: 2 INCHES EQUALS 1 MILE. DRAW MAP IN INK.

19493

63-32910 - W4 H Dev. STATUS CONF-3/5/13

Mike Creamer - Forwarded settlement documents & has OK to go ahead.

Writing for Dana Hoytetter, OK from Greg Orendorf & has forwarded the documents to GO Investments - out of state.

Court will set a tickler for SF5 - 30 days & if SF5 has ^{not} come in will set a status conference.

Status Conf. - 2/5/13

63-32910 + 33354 - W+H

QFS's are circulating - Sent Dana info on 63-2611A to show her that the name on the right is in W+H Limited Liability Company.

She should be able to have her client sign paperwork.

Next status conf. is 3/5/13 at 9:30

W&H Water Right Record Ownership Summary

Water Right #	Claimed Owner	IDWR Record Owner	Decreed Owner	Status	Action
63-2611A	Mallard Farms, a partnership	W&H Limited Liability Company	Mallard Farms Limited Liability Company	Decreed	Notice of Change of Ownership filed on 11/6/2012 -- No action Required
63-2611B	W&H Partnership LLC	W&H Partnership LLC dba Mallard Farms <i>CHECK DB SHOULD BE SAME</i>	W&H Limited Liability Company <i>Change on deed Rec. FOUR</i>	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-33361	W&H Limited Liability Company dba Mallard Farms	W&H Partnership, LLC dba Mallard Farms	W&H Limited Liability Company	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-12601	Permit App by Mallard Farms/Rocky Mtn Pizza Huts Inc., assigned to W&H, LLC	W&H LLC		Permit <i>ASSIGNED TO W+H LLC PER</i>	Assigned to W&H Limited Liability Company 9/30/2011 IDWR should update online database to show current owner as W&H Limited Liability

*ASSIGNMENT
9/30/11 - W+H
LLC*

W&H Water Right Record Ownership Summary

					Company
63-32458	W&H Partnership LLC dba Mallard Farms assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms		Application	Assigned to W&H Limited Liability Company 10-9- 2012 IDWR should update online database to show current owner as W&H Limited Liability Company
			<i>DB SHOWS LIMITED LIABILITY Co. 7 CHANGE TO COMPANY</i>		
63-33463	W&H Partnership LLC, assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms			
				Application	Assigned to W&H Limited Liability Company 10-9- 2012 IDWR should update online database to show current owner as W&H Limited Liability Company
63-32910	W&H Limited Liability Company	W&H Partnership LLC dba Mallard Farms	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability

W&H Water Right Record Ownership Summary

					Company, dba Mallard Farms
63-33354	W&H Limited Liability Company dba Mallard Farms	W&H Limited Liability Co dba Mallard Farms	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability Company, dba Mallard Farms
63-15173	?	Mallard Farms dba W&H Partnership LLC	Mallard Farms a partnership	Decreed	QCD and Notice of change of ownership to W&H Limited Liability Company filed by 12/7/2012 IDWR should update online database to show current owner as W&H Limited Liability Company



Linda B. Jones
Phone 208-342-5000
Fax 208-343-8869
LJones@hollandhart.com
38522-0238

December 7, 2012

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Change in Ownership of Water Right
63-15173; Other Name Issues

Ladies and Gentlemen:

Enclosed for filing on behalf of W&H Limited Liability Company (the "Company") is a Notice of Change in Water Right Ownership for water right 63-15173, together with a copy of the Deed to the underlying land and a check in the amount of \$25.00 for the filing fee.

If you have any questions about this filing or the requested corrections, please contact me.

Sincerely,

HOLLAND & HART LLP



Linda B. Jones

LBJ:tn
Enclosures

cc: Gerald A. Waller (by e-mail)
Michael Creamer (by e-mail)

5856632_1.DOC

Holland & Hart LLP Attorneys at Law

Phone (208)342-5000 Fax (208)343-8869 www.hollandhart.com

U.S. Bank Plaza 101 South Capitol Blvd Suite 1400 Boise, ID 83702-7714 Mailing Address P.O. Box 2527 Boise, ID 83701-2527

Aspen Billings Boise Boulder Carson City Cheyenne Colorado Springs Denver Denver Tech Center Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C.

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-15173	A63-15173				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Mallard Farms, a partnership

4. New Owner/Claimant(s) W & H Limited Liability Company
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address P.O. BOX 7943

City, State and ZIP Code Boise, ID 83707

New Telephone Number (208) 323-7767 Email: _____

5. Date you acquired the property July 1, 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Allan Humphries, Manager (title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____	Date _____	Receipt Amt. _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

200543219

RECORDED

2005 JUL 21 AM 10 40

3 KOEL BATES

CANYON CHIEF RECORDER

BY

[Signature]

REQUEST *[Signature]*

TYPE *[Signature]* FEE 9.00

WARRANTY DEED

FOR VALUE RECEIVED,

MALLARD FARMS, a partnership consisting of Ward C. Williamson and Eve Williamson, husband and wife, and ROCKY MOUNTAIN PIZZA HUTS, INC., an Idaho corporation the Grantors, do hereby grant, bargain sell and convey unto W & H Limited Liability Company, an Idaho limited liability company whose current address is 504 N. Phillippi St., Boise, Idaho 83706 the Grantee, the following described premises, in Canyon County, Idaho, TO WIT:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: July 1, 2005

MALLARD FARMS, a partnership.

By: *Ward C. Williamson*
Ward C. Williamson, General Partner

By: *Eve Williamson*
Eve Williamson, General Partner

ROCKY MOUNTAIN PIZZA HUTS, INC., an Idaho corporation

By: *Thomas A. Warren*
Its: PRESIDENT

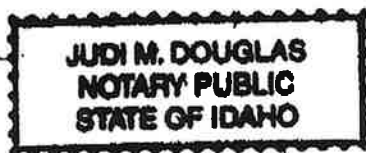
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 1st day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **GERALD A. WALLER** and known to me to be the person whose name is subscribes to the instrument and acknowledge to me that he executed the same.

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



Judi M. Douglas
NOTARY PUBLIC FOR IDAHO
Residence Ada County
Commission Expires 12/5/2008

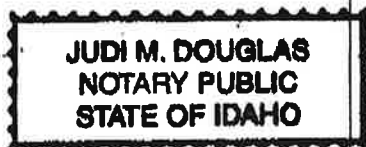
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 1st day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **WARD C. WILLIAMSON** and **EVE WILLIAMSON** known to me to be the persons whose names are subscribes to the instrument and acknowledge to me that they executed the same.

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



Judi M. Douglas
NOTARY PUBLIC FOR IDAHO
Residence Ada County
Commission Expires 12/5/2008

EXHIBIT A

A tract of land situated in the County of Canyon, State of Idaho to wit:

Beginning at the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and running thence West on the North line of said Section 21, a distance of 1305 feet; thence South 17°10' West 250.0 feet; thence South 3°45' East 565.0 feet; thence South 16°45' East 245.5 feet; thence North 90°0' East 102.2 feet; thence South 68°30' East 295.5 feet; thence South 49°44' East 428.7 feet; thence South 56°10' East 343.0 feet; thence South 67°28' East 335.9 feet to a point 1735.25 feet South of the North $\frac{1}{4}$ corner of Section 21, Township 5 North, Range 5 West of the Boise Meridian; thence South 76°38' East 416.6 feet; thence South 63°07' East 255.3 feet; thence South 82°50' East 132.5 feet; thence North 84°55' East 271.0 feet; thence South 26°45' East 231.3 feet; thence North 89°53' East 176.3 feet; thence North 78°50' East 380.7 feet; thence South 68°25' East 546.0 feet; thence South 73°22' East 486.0 feet; to a point which is North 6°38' East 254.0 feet from the $\frac{1}{4}$ corner between Section 21 and 22, Township 5 North, Range 5 West of the Boise Meridian; thence South 82°58' East 515.5 feet; thence South 81°30' East 413.0 feet to the Southwesterly bank of the Boise River; thence continuing South 81°30' East 375.8 feet to a point on the East side of Lot 4 of Section 22, Township 5 North, Range 5 West of the Boise Meridian 81.3 feet North of the Southeast corner of said Lot 4; thence North along the East side of Lot 4 and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 22 to the North line of said Section 22, thence West along the North line of Section 22 and Section 21, Township 5 North, Range 5 West of the Boise Meridian to the North $\frac{1}{4}$ corner of said Section 21, which is the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, the point of Beginning. (Consisting of 242 acres more or less.)

UMB BANK, N.A.
36-1901/1012

HOLLAND & HART LLP

ATTORNEYS AT LAW
PROFESSIONAL ACCOUNT
101 South Capitol Blvd.
Suite 1400
Boise, ID 83702

62009707

DATE November 20, 2012

Twenty-five and 00/100*****

PAY

\$

25.00

PAY
TO THE
ORDER OF

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

HOLLAND & HART LLP


VOID AFTER 6 MONTHS

⑈62009707⑈ ⑆101219017⑆ ⑈5008016038⑈

Payee: Idaho Department of Water Resources
Vendor: 5223

Holland & Hart LLP

Check #: 62009707
Check Date: 11/20/2012

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Amount Paid</u>	<u>Discount Taken</u>	<u>Payment Amt</u>
112012	11/20/2012	25.00	25.00		25.00

Filing Fees for Water Right Change of Ownership;

Totals	25.00	25.00			25.00
--------	-------	-------	--	--	-------

Rerecord to add date

Filed for Record at the Request of and
after recording mail to:

Linda B. Jones
Holland & Hart LLP
101 S. Capitol Blvd, Ste. 1400
Boise, ID 83702-7714

2012-052248

RECORDED

11/21/2012 01:05 PM



0812201200522480030039

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 RECORD1

\$16.00

DEED

HOLLAND & HART

Space above for recorder's use

QUITCLAIM DEED

FOR VALUE RECEIVED, W&H Company, a general partnership, whose address is P.O. Box 7943, Boise, ID 83707 ("**Grantor**"), hereby conveys, releases, remises and forever quit claims unto W&H Limited Liability Company, an Idaho limited liability company, whose address is P.O. Box 7943, Boise, ID 83707 ("**Grantee**"), all of Grantor's rights, title and interests in and to the real property located in the County of Canyon, State of Idaho, more particularly described on **Exhibit A** attached hereto and, by this reference, incorporated herein as if set forth in full (the "**Land**"),

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances, rights and privileges thereunto belonging or in any manner appertaining, including, but not limited to: all buildings, structures, improvements and fixtures, if any, located thereon; all underlying mineral, oil and gas, other hydrocarbon, geothermal, and other subsurface materials and substances and all rights thereto; all water and water rights of all kinds (including claims, decrees, permits, permit applications, and licenses); ditches, drains and canals and all rights therein and thereto; and all rights-of-way, easements, and other such rights affecting access to the Land (collectively, with the Land, the "**Property**"),

TO HAVE AND TO HOLD said Property unto Grantee and to Grantee's successors and assigns forever.

Dated as of the 20th day of November, 2012.

W & H Company, a general partnership

2012-053552

RECORDED

11/29/2012 04:17 PM



00012306201200535520030032

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 RECORD1

\$16.00

DEED

HOLLAND & HART

By:

Gerald A. Waller, a partner

By:

Allan D. Humphries, a partner

STATE OF IDAHO)
 : SS
County of ADA)

On this 15th day of November 2012, before me, Joyce L. Lambert, a notary public in and for said State, personally appeared Gerald A. Waller, known or identified to me to be a partner in W&H Company, a general partnership, the person who executed the above instrument in such capacity for said partnership and acknowledged to me that said partnership 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.



Joyce L. Lambert
Notary Public
Residing at: Boise, Idaho
My Commission Expires: 11/10/2018

STATE OF Idaho)
 : SS
County of Ada)

On this 20th day of November 2012, before me, Tiffany Nelson, a notary public in and for said State, personally appeared Allan D. Humphries, known or identified to me to be a partner in W&H Company, a general partnership, the person who executed the above instrument in such capacity for said partnership and acknowledged to me that said partnership 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.



Tiffany Nelson
Notary Public
Residing at: Boise, Idaho
My Commission Expires: 5/14/2015

EXHIBIT A
Description of Land

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 16, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING from said Southwest Quarter of the Southeast Quarter:

BEGINNING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 16, running thence due

South 210 feet; thence due

West 210 feet; thence due

North 210 feet; thence due

East 210 feet to the POINT OF BEGINNING.

W&H Water Right Record Ownership Summary

Water Right #	Claimed Owner	IDWR Record Owner	Decreed Owner	Status	Action
63-2611A	Mallard Farms, a partnership	W&H Limited Liability Company	Mallard Farms Limited Liability Company	Decreed	Notice of Change of Ownership filed on 11/6/2012 -- No action Required
63-2611B	W&H Partnership LLC	W&H Partnership LLC dba Mallard Farms	W&H Limited Liability Company	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-33361	W&H Limited Liability Company dba Mallard Farms	W&H Partnership, LLC dba Mallard Farms	W&H Limited Liability Company	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-12601	Permit App by Mallard Farms/Rocky Mtn Pizza Huts Inc., assigned to W&H, LLC	W&H LLC		Permit	Assigned to W&H Limited Liability Company 9/30/2011 IDWR should update online database to show current owner as W&H Limited Liability

W&H Water Right Record Ownership Summary

					Company
63-32458	W&H Partnership LLC dba Mallard Farms assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms		Application	Assigned to W&H Limited Liability Company 10-9- 2012
					IDWR should update online database to show current owner as W&H Limited Liability Company
63-33463	W&H Partnership LLC, assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms		Application	Assigned to W&H Limited Liability Company 10-9- 2012
					IDWR should update online database to show current owner as W&H Limited Liability Company
63-32910	W&H Limited Liability Company	W&H Partnership LLC dba Mallard Farms	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability

Summary of Entity Names for W&H Water Rights

December 10, 2012

Page 2

W&H Water Right Record Ownership Summary

					Company, dba Mallard Farms
63-33354	W&H Limited Liability Company dba Mallard Farms	W&H Limited Liability Co dba Mallard Farms	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability Company, dba Mallard Farms
63-15173	?	Mallard Farms dba W&H Partnership LLC	Mallard Farms a partnership	Decreed	QCD and Notice of change of ownership to W&H Limited Liability Company filed by 12/7/2012 IDWR should update online database to show current owner as W&H Limited Liability Company

2/8 9:30 AM
W&H Water Right Record Ownership Summary

Water Right #	Claimed Owner	IDWR Record Owner	Decreed Owner	Status	Action
63-2611A	Mallard Farms, a partnership	W&H Limited Liability Company <i>Done</i>	Mallard Farms Limited Liability Company	Decreed	Notice of Change of Ownership filed on 11/6/2012 -- No action Required
63-2611B	W&H Partnership LLC	W&H Partnership LLC dba Mallard Farms <i>Done</i>	W&H Limited Liability Company	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-33361	W&H Limited Liability Company dba Mallard Farms	W&H Partnership, LLC dba Mallard Farms <i>Done</i>	W&H Limited Liability Company	Decreed	IDWR should update online database to show current owner as W&H Limited Liability Company
63-12601	Permit App by Mallard Farms/Rocky Mtn Pizza Huts Inc., assigned to W&H, LLC	W&H LLC <i>Assignment NEEDS TO BE SUBMITTED ORLE. ASSIGNMENT ABOUT TO WITH HLE OVER</i>	Permit <i>to change from per Rachel 1/30/12</i>	Permit	Assigned to W&H Limited Liability Company 9/30/2011 IDWR should update online database to show current owner as W&H Limited Liability

W&H Water Right Record Ownership Summary

63-32458	W&H Partnership LLC dba Mallard Farms assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms		Application	Company Assigned to W&H Limited Liability Company 10-9- 2012
63-33463	W&H Partnership LLC, assigned to W&H Limited Liability Company	W&H Limited Liability Co dba Mallard Farms OK		Application	Assigned to W&H Limited Liability Company 10-9- 2012
63-32910	W&H Limited Liability Company	W&H Partnership LLC dba Mallard Farms OK	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability Company

talk to John
Dana will talk to
John on apps.

W&H Water Right Record Ownership Summary

					Company, dba Mallard Farms
63-33354 ✓	W&H Limited Liability Company dba Mallard Farms	W&H Limited Liability Co dba Mallard Farms	Per court order record changed to reflect W&H Limited Liability Company, dba Mallard Farms	SRBA Claim	IDWR should update online database to show current owners as W&H Limited Liability Company, dba Mallard Farms
63-15173	?	Mallard Farms dba W&H Partnership LLC	Mallard Farms a partnership	Decreed	QCD and Notice of change of ownership to W&H Limited Liability Company filed by 12/7/2012
CHANCE OF OWNERSHIP REC'D AT WESTERN ✓ MUST BE DONE TODAY. Per Fackel Done					IDWR should update online database to show current owner as W&H Limited Liability Company

ORIGINAL

Rev. 04/12

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

\$25 fee per permit
Received by RS
Receipt amt \$ 25-
Receipt no. W040813
Date 1-22-13

ASSIGNMENT OF PERMIT

To change the ownership of a permit

- Amended -

RECEIVED

JAN 22 2013

I, Mallard Farms, hereby assign to W&H Limited Liability Company
Current owner(s) New owner(s)
of, P. O. Box 7943, Boise, ID 83707 208-323-7767
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 63-12601 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ No
Place of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Water under permit from existing point of diversion that serves W&H Limited Liability Company property.

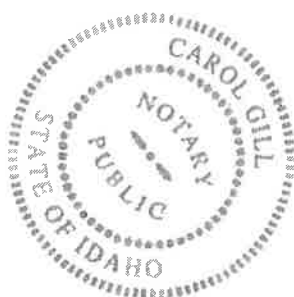
Dated this 22 day of January, 2013.

George H. Wheeler Member
Permit holder Title (if applicable) Permit holder Title (if applicable)

State of Idaho)
County of Ada)ss

On this 22nd day of January, 2013, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Carol Gill
Notary Public

My commission expires: 4/20/2016

All Done in AT & WR
except for 63-15173 - Rachel will do 1/8/13
plus 2 applications at Western 63-32458 & 33463
Shurte, Jan

From: Spencer, Nick
Sent: Monday, December 10, 2012 2:47 PM
To: Shurte, Jan
Cc: Cooley-Denney, Suzy
Subject: 63-32910 and 63-33354 (W & H LLC) FW: Obendorf - W&H Settlement [IWOV-GPDMS.FID446952]
Attachments: W&H Water Right Record Ownership Summary.PDF

Hi Jan. Will it be a big undertaking to update the names as Mike proposes here? Since we're talking water rights in different stages, from applications to decrees, can one single person update the whole group, or will several different people have to be involved? Please let me know your thoughts. Also, do you have any idea why Mike wouldn't want his spread sheet to be part of the permanent file? I guess we can honor his request, but the document seems pretty innocuous to me. NBS

From: Michael C Creamer [<mailto:mcc@givenspursley.com>]
Sent: Monday, December 10, 2012 2:26 PM
To: Spencer, Nick
Subject: Obendorf - W&H Settlement [IWOV-GPDMS.FID446952]

Nick,

I am hopeful that no "t" has been left un-dotted nor "l" un-crossed on my end in this continuing saga.

Last week, however, I went through the IDWR water rights database and noted continuing inconsistencies in the current records concerning current owner of the W&H water rights. I have summarized these in the spreadsheet that I have attached for your information and reference. I would ask that this spreadsheet not become part of the Department's permanent water right files.

I believe that between the Notices of Change of Ownership on file with IDWR, Special Master Booth's actions recognizing W&H Limited Liability Company as the correct claimant owner re: pending SRBA claims, the Permit and Application assignments, IDWR should be in a position to update its database to reflect that "W&H Limited Liability Company" is the correct and current owner of all water rights listed in the spreadsheet. While I have not, and do not, believe that IDWR's use of "W&H LLC" or "W&H Limited Liability Co" affect my clients ownership interest, given the current state of the settlement I am requesting that these water right records use the full, official name of W&H on record with the Secretary of State, which is "W&H Limited Liability Company." Where the dba Mallard Farms has been used it may remain per my notes in the "Action" column of the spreadsheet.

I also am requesting that these changes be made to the IDWR records as soon as possible.

Please let me know if you have any questions, or if it will not be possible to effect these changes fairly quickly.

Thank you in advance for your consideration and assistance.

Sincerely,

Mike

Michael C. Creamer
Givens Pursley LLP

2/8/13
Per Status Conf. Once these are done
(apps & permit then we will resend
the SF5's for 63-32910 & 33354.
We will sign & Dana has stated
she will sign once all its are in W&H LIMITED LIABILITY Co.
NAME.

RACHEL AT WESTERN WILL DO CHANGE
OF OWNERSHIP TODAY. 1/8

01-08-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-15173

WATER RIGHT NUMBER: 63-15173

Owner Type: Name and Address
Current Owner MALLARD FARMS
DBA W & H PARTNERSHIP LLC
PO BOX 7943
BOISE, ID 83707
(208)323-7767

Priority Date: 12/31/1974

Basis: Decreed

Status: Active

Source: Tributary:
GROUND WATER N/A

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion</u>	0.040 CFS	

Location of Point(s) of Diversion:

GROUND WATER SENENE Sec. 21, Twp 05N, Rge 05W B.M. CANYON County

Place of Use:

DOMESTIC within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	05W	21	X																

Conditions of Approval:

1. C18 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.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. PARCEL NO. 1R39006-000-0

Dates and Other Information:

Decreed Date: 12/30/1999
State or Federal: S
Civil Case Number: 39576
Judicial District: FIFTH
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A

\$25 fee per permit
For Office Use Only
Receipt Amt \$ 25.00 *Re-applied*
Receipt No. C080045
Date 9/30/2011

RECEIVED
SEP 27 2011
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Mallard Farms, hereby assign to W & H, LLC
 Current Owner(s) New Owner(s)
 of, PO Box 7943, Boise ID 83707 208-323-7767
 Full address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s). 63-12601 **to appropriate**
the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s): _____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of Diversion? ☐ Yes ☐ No
Place of Use? ☐ Yes ☐ No

If **no**, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

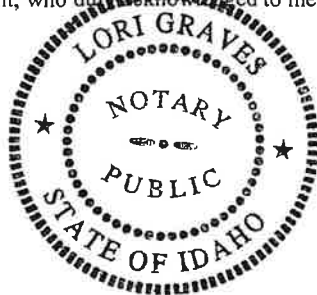
Made this 23 day of Sept, 2011.

Signature of Permit Holder	Title (if applicable)	Signature of Permit Holder	Title (if applicable)
----------------------------	-----------------------	----------------------------	-----------------------

State of Idaho)
County of Ada)ss

On this 23 day of Sept, 2011, personally appeared before me the signer(s) of the above instrument, who duly ~~sworn~~ affirmed to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 5/6/2015

01/08/2013

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

RIGHT NUMBER: 63-33354

NAME AND ADDRESS: W & H LIMITED LIABILITY CO
DBA MALLARD FARMS
PO BOX 7943
BOISE ID 83707

SOURCE: UNNAMED DRAIN TRIBUTARY: BOISE RIVER

QUANTITY: 0.050 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

This right and Right No. 63-32910 are limited to a total combined diversion rate of 4.6 cfs.

PRIORITY DATE: 03/13/1944

POINT OF DIVERSION:

T05N R05W S27 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: STOCKWATER in CANYON County

T05N R05W S21 Lot 2 NENE	T05N R05W S21 Lot 8 NENE
T05N R05W S21 Lot 7 SWNE	T05N R05W S21 Lot 8 SENE
T05N R05W S21 Lot 1 NESE	T05N R05W S21 Lot 9 NESE
T05N R05W S22 NWNW	T05N R05W S22 Lot 4 SWNW
T05N R05W S22 Lot 3 NWSW	

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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Source is locally known as the Baldrige-Meadows Drain.

Stockwater use is for 200 beef cattle.

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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 - Beneficial Use

Stockwater use is for 200 beef cattle.

Source is locally known as the Baldrige-Meadows Drain.

Shurte, Jan

From: Williams, Ray
Sent: Tuesday, October 30, 2012 10:04 AM
To: Michael C Creamer
Cc: Spencer, Nick; Cooley-Denney, Suzy; Shurte, Jan
Subject: 63-32910 & 63-33354 (W & H)

Mike –

I am attaching the SF5s which have been signed by the Department. If you could please sign and forward them to Dana Hofstetter for final signatures and filing, it would be greatly appreciated.

Thanks,

Ray



DOC000.pdf



DOC001.pdf

NOTE: This SF5 portrays the corrected name of W & H Limited Liability Company DBA Mallard Farms. In error the name on the recommendation was W & H Partnership LLC DBA Mallard Farms and should have been per the claimed right of W & H Limited Liability Company.

Shurte, Jan

From: Shurte, Jan
Sent: Thursday, May 03, 2012 4:02 PM
To: Mike Creamer (mcc@givenspursley.com); Spencer, Nick; Williams, Ray
Subject: SF5 63-32910
Attachments: SF5 Right No. 63-32910.docx

Good afternoon Mike,

Attached is the SF5 for 63-32910 with the new subordination language added. Please review and let me know if all looks good.

Thanks,

Jan Shurte
Adjudication Technical Analyst
Idaho Dept of Water Resources
322 E Front St
Boise, Idaho 83720
(208) 287-4992

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

RIGHT NUMBER: 63-32910

NAME AND ADDRESS: W & H PARTNERSHIP LLC
DBA MALLARD FARMS
PO BOX 7943
BOISE ID 83707

SOURCE: UNNAMED DRAIN

TRIBUTARY: BOISE RIVER

QUANTITY: 4.600 CFS
45 AFY

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

This right and Right No. 63-33354 are limited to a total combined diversion rate of 4.6 cfs . The storage volume for this right is limited to 45 AF.

PRIORITY DATE: 01/01/1970

POINT OF DIVERSION:

T05N R05W S27 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DIVERSION TO STORAGE	01/01 12/31	4.600 CFS
WILDLIFE	01/01 12/31	4.600 CFS
WILDLIFE STORAGE	01/01 12/31	45.00 AFY
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: WILDLIFE in CANYON County

T05N R05W S22 NWNW T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

WILDLIFE STORAGE in CANYON County

T05N R05W S22 NWNW T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

STOCKWATER same as WILDLIFE

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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

This water right shall be subordinate to Water Right No. 63-32460 from November 16 through February 29 inclusive, and shall be subordinate to Water Right 63-33508 from October 1 through November 15 inclusive.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 200 beef cattle.

Source is locally known as the Baldrige-Meadows Drain.

Shurte, Jan

From: Michael C Creamer [mcc@givenspursley.com]
Sent: Tuesday, May 01, 2012 4:41 PM
To: Spencer, Nick; Shurte, Jan
Cc: Michael P. Lawrence
Subject: W&H - Obendorf claims [IWOV-GPDMS.FID446952]

Nick and Jan,

Obendorf and W&H have agreed to sign SF-5s for 63-32910 and 63-33354 with a change to the subordination language for 63-32910. The subordination language for 63-32910 should read:

This water right shall be subordinate to Water Right 63-32460 from November 16 through February 29 inclusive, and shall be subordinate to Water Right 63-33508 from October 1 through November 15 inclusive.

Please contact me if you have questions re: this. Otherwise once I get a revised SF5, I should be able to get it circulated for signature.

Sincerely,

Mike

Michael C. Creamer
Givens Pursley LLP
601 W. Bannock St.
Boise, ID 83702
Direct: 208-388-1247
Main: 208-388-1200
Fax: 208-388-1300
www.givenspursley.com

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

RIGHT NUMBER: 63-32910

NAME AND ADDRESS: W & H PARTNERSHIP LLC
DBA MALLARD FARMS
PO BOX 7943
BOISE ID 83707

SOURCE: UNNAMED DRAIN

TRIBUTARY: BOISE RIVER

QUANTITY: 4.600 CFS
45 AFY

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

This right and Right No. 63-33354 are limited to a total combined diversion rate of 4.6 cfs . The storage volume for this right is limited to 45 AF.

PRIORITY DATE: 01/01/1970

POINT OF DIVERSION:

T05N R05W S27 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DIVERSION TO STORAGE	01/01 12/31	4.600 CFS
WILDLIFE	01/01 12/31	4.600 CFS
WILDLIFE STORAGE	01/01 12/31	45.00 AFY
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE:

WILDLIFE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

WILDLIFE STORAGE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

STOCKWATER same as WILDLIFE

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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

This water right shall be subordinate to Water Right No. 63-32460. When the quantity of water necessary for the authorized beneficial use under Water Right No. 63-32460 is not available to be delivered from the source of this water right, diversions under this water right shall be limited to the

extent required

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 200 beef cattle.

Source is locally known as the Baldrige-Meadows Drain.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Application Report 63-32460

WATER RIGHT NUMBER: 63-32460

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	RAY OBENDORF 24034 BATT CORNER RD PARMA, ID 83660 (208)482-7397
Current Owner	G O INVESTMENTS LLC 24034 BATT CORNER RD PARMA, ID 83660 (208)482-7397
Attorney	HOFSTETTER LAW OFFICE ATTN: DANA HOFSTETTER 608 W FRANKLIN ST BOISE, ID 83702 (208) 424-7800

Priority Date: 04/05/2005

Basis:

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED DRAIN	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
WILDLIFE	11/16 to 02/28	6.000 CFS	
DIVERSION TO STORAGE	11/16 to 02/28	6.000 CFS	
WILDLIFE STORAGE	01/01 to 12/31		40.00 AF
<u>Total Diversion:</u>		6.000 CFS	

Location of Point(s) of Diversion

UNNAMED DRAIN	L4 (NE1/4NW1/4NW1/4)	Sec. 27, Twp 05N, Rge 05W, B.M.
CANYON County		

Place of Use

WILDLIFE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	05W	22											X						
													L 5						
05N	05W	27							X										
									L 4										

IDAHO DEPARTMENT OF WATER RESOURCES
Water Application Report 63-32460

WILDLIFE STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	05W	22											X						
													L 5						
05N	05W	27						X											
								L 4											

Conditions of Approval:Remarks:Comments:

1. slester 10/4/2010 Legal Notice Remarks

Comment: Source is locally known as Meadows Drain. Return flow to Boise River will be about 6 miles downstream via East End Drain.

2. slester 2/28/2012 Amended Application

Comment: Application amended 2/28/12 to match POU with Application 63-33508. Priority not affected. Re-advertising not needed for minor POU correction.

Water Supply Bank:

2011003981

RECORDED

2011 JAN 28 PM 12 18

CANYON COUNTY
CLERK
CIVIL
FEE \$11.00
2011 FEB 10

AGREEMENT

This Agreement is entered into effective the 21st day of January, 2011 by and between W&H Limited Liability Company, an Idaho limited liability company ("W&H") and Gregory Obendorf and G.O. Investments, LLC a Colorado limited liability company (collectively "Obendorf") to resolve pending disputes between them concerning the use of water and water delivery facilities.

RECITALS

- A. W&H owns real property in Canyon County, Idaho adjacent to the Boise River more particularly described in Exhibit A hereto. ("W&H Property")
- B. W&H has filed certain claims in the Snake River Basin Adjudication ("SRBA"), including Amended Claim No. A63-32910 claiming 4.60 cubic feet per second ("cfs")/45 acre-feet per annum ("AFA") from a drain known locally as the Baldrige and Meadows Drain ("Drain") for year-round wildlife, wildlife storage and stock water purposes with a claimed priority date of January 1, 1970 (the "Wildlife Claim"). W&H also has filed late claims A63-33354 claiming 1.55 cfs from the Drain for stock watering with a claimed priority date of March 13, 1944, and Claim A63-33361 claiming .05 cfs from the Lower Haas Ditch for stock watering with a claimed priority date of March 13, 1944 (the "Stock Water Claims").
- C. W&H also has filed an Application for Permit No. 63-32458 ("W&H Application") with the Idaho Department of Water Resources ("IDWR") seeking to appropriate an additional 4.6 cfs/78.8 AFA of water for year-round wildlife purposes from the Drain with a priority date of September 12, 2006 for delivery to the W&H Property via the Upper Haas Ditch via a headgate and control works located on the Obendorf property ("Upper Haas Headgate").
- D. W&H also holds decreed water right Nos. 63-02611A and 63-02611B, each with a priority date of March 13, 1944 for 2.28 cfs for irrigation purposes diverted and delivered from the Drain via the Upper Haas Headgate and Upper Haas Ditch.
- E. W&H also holds water right Permit 63-12601 with a priority date of August 24, 2000 for 0.2 cfs/20AFA for year-round wildlife purposes diverted and delivered from the Drain via the Upper Haas Headgate and Upper Haas Ditch.
- F. The above-described water rights, including applications for permit, permits, licenses, claims and decrees, belonging to W&H are collectively referred to herein as the "W&H

Water Rights.” W&H also owns shares in the Haas Ditch Company for irrigation from the Lower Haas Ditch that are not the subject of this Agreement.

G. Obendorf owns real property adjacent to the W&H property, more particularly described in Exhibit B hereto (“Obendorf Property”), and has filed an Application for Permit No. 63-32460 with IDWR seeking to appropriate 6 cfs/40 acre-feet of water from the Drain with a priority date of April 5, 2005 for wildlife uses from the Upper Haas Headgate and using the Upper Haas Ditch on the Obendorf Property, and an Application for Permit No. 63-32459 seeking to appropriate 24 cfs from the Boise River with a priority date of April 5, 2005 for delivery through the Lower Haas Ditch for wildlife uses (the “Obendorf Applications”). Obendorf also has other water rights, including without limitation, from the Riverside Irrigation District and the Haas Ditch Company, that are not the subject of this Agreement.

H. Obendorf also desires to obtain a water right for the same purposes and in the same quantity as sought in Application for Permit 63-32460 to be diverted and delivered to storage and wildlife purposes from March 1 through November 15 from the Upper Haas Headgate and using the Upper Haas Ditch on the Obendorf Property. A copy of Obendorf’s proposed new permit application is attached hereto as Exhibit C. Obendorf may also desire to obtain a water right for the same purposes as sought in Application for Permit 63-32459 to be diverted from the Boise River for delivery through the Lower Haas Ditch for wildlife uses from March 1 through November 15.

I. Obendorf also intends filing: 1) a SRBA claim for a water right for wildlife and wildlife storage purposes using water diverted from the “Meadows Drain,” a tributary to the Drain, to be delivered to existing ponds on the Obendorf Property lying south of the Lower Haas Ditch, which water right would not be diverted or delivered from the Upper Haas Headgate or Upper Haas Ditch; 2) a SRBA claim for a water right for irrigation of ten acres of the Obendorf Property lying south of the Lower Haas Ditch using wastewater diverted directly from lands owned by Obendorf lying south and west from the Drain; and 3) a SRBA claim for a water right for irrigation of twelve acres of the Obendorf Property lying on both sides of the Lower Haas Ditch using water from the Drain diverted at the Upper Haas Headgate and delivered through and from the Upper Haas Ditch on the Obendorf Property. Copies of the above-described proposed SRBA Claims are attached hereto as Exhibits D, E and F respectively (the “Obendorf SRBA Claims”).

J. W&H has filed an Objection in the SRBA to IDWR’s recommendation of disallowal of its Wildlife Claim. Obendorf has filed a Response in the SRBA supportive of IDWR’s recommendation of disallowal of the Wildlife Claim and the matter currently is set for trial.

K. W&H has protested the Obendorf Applications and notified IDWR that Obendorf currently has no consent from W&H to use the Upper Haas Headgate or Upper Haas Ditch to deliver water to the Obendorf property. Obendorf has protested W&H’s Application for Permit No. 63-32458 raising as an issue, among other things, that W&H does not have an easement to

use the Upper Haas Headgate and Upper Haas Ditch to deliver the water sought by the Application.

L. W&H and Obendorf wish to resolve these various disputes between them concerning water use and use of the Upper Haas Headgate and Upper Haas Ditch on terms set forth herein.

M. The general locations of the various drains and ditches are described in Exhibit G hereto.

NOW THEREFOR, in consideration of the recitals, terms, covenants and conditions set forth herein, the parties agree as follows:

1. W&H and Obendorf will enter into a stipulated settlement by way of an SF-5 approved by IDWR allowing entry of a partial decree in the SRBA of the Wildlife Claim providing that the combined diversion rate for wildlife and stock water purposes under the Wildlife Claim and stock water claim A63-33354 is 4.6 cfs/45 AFA, and including language in substantially the following form subordinating the priority of the Wildlife Claim to the priority of Application for Permit No. 63-32460 when there is not a sufficient flow of water in the Drain to fully satisfy both:

This water right shall be subordinate to Water Right No. 63-32460. When the quantity of water necessary for the authorized beneficial use under Water Right No. 63-32460 is not available to be delivered from the source of this water right, diversions under this water right shall be limited to the extent required to supply the authorized beneficial use under Water Right No. 63-32460.

2. Obendorf shall not object to IDWR's recommendations and the SRBA's approval and partial decree of the Stock Water Claims, provided that W&H will reduce the quantity claimed for stock water under its late claim A63-33354 to 0.05 cfs, which, when combined with the Wildlife Claim, shall be limited to a total diversion rate and volume from the Drain of 4.6 cfs/45 AFA.

3. W&H shall file appropriate documents with IDWR to withdraw its protests to the now pending Obendorf Applications subject to IDWR approval consistent with the terms and conditions herein specified, and agrees not to protest the proposed applications described in Recital H above, including, without limitation, Exhibit C hereto. W&H's protest withdrawals will specifically state that a permit may be issued pursuant to such application for water right No. 63-32460 to Obendorf for 6 cfs/40 acre-feet, with a source of the Drain diverted at Upper Haas Headgate and delivered through the Upper Haas Ditch on the Obendorf Property as provided herein, and such Permit No. 63-32460 and any subsequently issued license of same, may

expressly recognize the subordination of W&H's Wildlife Claim described in Section 1 above to Permit No. 63-32460.

4. Obendorf may file the new application for permit shown in Exhibit C hereto, and provided that any permit issued has a priority date junior to September 12, 2006, W&H will not protest the new application. Obendorf may also file an Application for Permit for a water right for the same purposes as sought in Application for Permit 63-32459 to be diverted from the Boise River for delivery through the Lower Haas Ditch for wildlife uses from March 1 through November 15.

5. Obendorf may file the Obendorf SRBA Claims and, provided such SRBA Claims are recommended in substantial conformance with the elements contained in the attached Exhibits D, E and F, W&H will not object to the Obendorf SRBA Claims.

6. Obendorf will withdraw its protest to the W&H Application, subject to IDWR approval consistent with the terms and conditions herein specified.

7. Obendorf and W&H agree to share equally the cost of design and construction of any new measuring and/or control structure(s) that may be required by IDWR to allow the Watermaster to measure and deliver their respective water rights from the Drain at the Upper Haas Headgate. Upon the request of either party, one or more structures shall be designed and constructed after IDWR consultation, and as applicable, after approval from IDWR and/or U.S. Army Corps of Engineers, to allow W&H and Obendorf to accurately measure and confirm that they each are getting their authorized quantities from the Upper Haas Ditch. If IDWR recommends that accurate measurement can be obtained using only one structure, the parties will share equally in the costs and design of that measurement structure. If separate structures are recommended by IDWR for the parties' respective diversions from the Upper Haas Ditch, then W&H and Obendorf will be solely and individually responsible for designing and constructing all such measurement structures at any points measuring delivery of their individual respective water rights.

8. Obendorf agrees to take appropriate steps as necessary to ensure that the existing roadway by which W&H accesses the Upper Haas Headgate is not made impassable due to flooding or seepage resulting from Obendorf's use of water diverted at the Upper Haas Headgate.

9. Obendorf confirms W&H's existing right-of-way for the Upper Haas Headgate and the Upper Haas Ditch located on the Obendorf Property and W&H's continued right of access thereto for operation, maintenance, repair and replacement of same for delivery of water to the W&H Property under the W&H Water Rights described in this Agreement, and W&H confirms Obendorf's continued right of access to the Upper Haas Headgate and Upper Haas Ditch for the construction, operation, maintenance, repair and replacement of Obendorf's portion of the Upper Haas Headgate and Upper Haas Ditch for delivery of water to the Obendorf Property under the various Obendorf water rights, applications, permits and claims described in this Agreement.

10. W&H and Obendorf shall endeavor in good faith to implement this Agreement and shall not encourage or assist any third party in undertaking any action that either of them would be precluded from taking themselves by way of this Agreement.

11. This Agreement may be recorded by either party or produced by either party in any proceeding before the SRBA or the IDWR to confirm the parties' intent with respect to the processing of the water right claims and applications that are the subject hereof.

12. All of the obligations and covenants contained herein shall be binding on the parties hereto and their respective principals, members, managers, agents, employees, representatives, successors and assigns.

13. Each party will bear their own attorney fees and costs with respect to proceedings regarding the water right applications and/or SRBA claims that are the subject of this Agreement.

14. In the event of a breach of this Agreement by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' and consultants' fees and disbursements, and also including reasonable attorneys' fees and costs and fees associated with any appeal of a judgment.

15. This 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 Agreement

[End of text – separate signature pages follow]

W&H LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: Gerald A. Waller
Gerald A. Waller, Manager

STATE OF IDAHO)
) ss.
County of Ada)

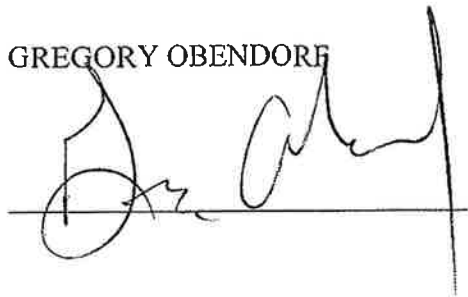
On this 6th day of January, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared Gerald A. Waller, known or identified to me to be one of the members in the limited liability company of W&H Limited Liability Company, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



Katharine Creswell
Notary Public for Idaho
Residing at: Ada County
My commission expires: 3/22/16

GREGORY OBENDORF

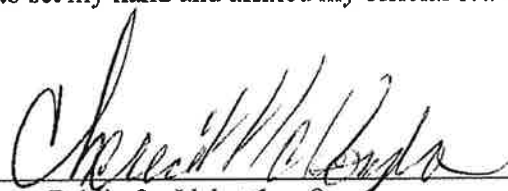


STATE OF IDAHO)
) ss.
County of Canyon)

On this 18th day of January, 2011, before me, the undersigned, a notary public in and for said county and state, personally appeared Gregory Obendorf, 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 certificate first above written.





Notary Public for Idaho
Residing at Paris
Commission expires 12/02/2011

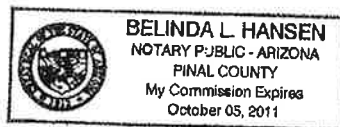
G.O. INVESTMENTS, LLC
a Colorado limited liability company

By: George Ray Obendorf
George Ray Obendorf, Manager

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 17 day of January, 2011, before me, a Notary Public in and for the State of ARIZONA, personally appeared George Ray Obendorf, known or identified to me to be one of the members in the limited liability company of G.O. Investments, LLC and the member or one of the Managers of said limited liability company who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



Belinda L. Hansen
Notary Public for ARIZONA
Residing at: Queen Creek, AZ
My commission expires: 10-5-2011

EXHIBIT A
(W&H Property Description)

Parcel I

A tract of land situated in the County of Canyon, State of Idaho to wit:

Beginning at the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and running thence West on the North line of said Section 21, a distance of 1305 feet; thence South 17°10' West 250.0 feet; thence South 3°45' East 565.0 feet; thence South 16°45' East 245.5 feet; thence North 90°0' East 102.2 feet; thence South 68°30' East 295.5 feet; thence South 49°44' East 428.7 feet; thence South 56°10' East 343.0 feet; thence South 67°28' East 335.9 feet to a point 1735.25 feet South of the North ¼ corner of Section 21, Township 5 North, Range 5 West of the Boise Meridian; thence South 76°38' East 416.6 feet; thence South 63°07' East 255.3 feet; thence South 82°50' East 132.5 feet; thence North 84°55' East 271.0 feet; thence South 26°45' East 231.3 feet; thence North 89°53' East 176.3 feet; thence North 78°50' East 380.7 feet; thence South 68°25' East 546.0 feet; thence South 73°22' East 486.0 feet; to a point which is North 6°38' East 254.0 feet from the ¼ corner between Section 21 and 22, Township 5 North, Range 5 West of the Boise Meridian; thence South 82°58' East 515.5 feet; thence South 81°30' East 413.0 feet to the Southwesterly bank of the Boise River; thence continuing South 81°30' East 375.8 feet to a point on the East side of Lot 4 of Section 22, Township 5 North, Range 5 West of the Boise Meridian 81.3 feet North of the Southeast corner of said Lot 4; thence North along the East side of Lot 4 and the Northwest ¼ of the Northwest ¼ of said Section 22 to the North line of said Section 22, thence West along the North line of Section 22 and Section 21, Township 5 North, Range 5 West of the Boise Meridian to the North ¼ corner of said Section 21, which is the Northwest corner of Lot 3, Section 21, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, the point of Beginning. (Consisting of 242 acres more or less.)

Parcel II

Beginning at a point 20.0 feet East of the Northwest corner of the Southwest Quarter of Lot Six of Section Twenty-one, Township Five North, Range Five West of the Boise Meridian, thence North $2^{\circ} 55'$ East 645.0 feet; thence North $2^{\circ} 10'$ West 252.0 feet; thence North $16^{\circ} 45'$ West 12.5 feet; thence North $90^{\circ} 0'$ East, 102.2 feet; thence South $68^{\circ} 30'$ East 295.5 feet; thence South $49^{\circ} 44'$ East 428.7 feet; thence South $56^{\circ} 10'$ East 343.0 feet; thence South $67^{\circ} 28'$ East 335.9 feet to a point 1735.25 feet South of the quarter corner on the North side of said Section Twenty-one; thence South $76^{\circ} 38'$ East 416.6 feet; thence South $63^{\circ} 07'$ East 255.3 feet; thence South $82^{\circ} 50'$ East 132.5 feet; thence North $84^{\circ} 55'$ East 271.0 feet; thence South $26^{\circ} 45'$ East 231.3 feet; thence North $89^{\circ} 52'$ East 176.3 feet; thence North $78^{\circ} 50'$ East 380.7 feet; thence South $68^{\circ} 25'$ East 546.0 feet; thence South $73^{\circ} 22'$ East 486.0 feet to a point North $6^{\circ} 38'$ East 254.0 feet from the Quarter corner between Section Twenty-one and Twenty-two, Township Five North, Range Five West of the Boise Meridian; thence South $82^{\circ} 58'$ East 515.5 feet; thence South $81^{\circ} 30'$ East 413.0 feet to the Southwesterly bank of the Boise River; thence continuing South $81^{\circ} 30'$ East 375.8 feet to a point on the East side of Lot Four of Section Twenty-two, Township Five North, Range Five West of the Boise Meridian, 81.3 feet North of the Southeast corner of said Lot Four; thence South along the east side of Lot Four and Lot Three, Section Twenty-two, Township Five North, Range Five West of the Boise Meridian, to the Southeast corner of Lot Three (Northwest Quarter of the Southwest Quarter) of Section Twenty-two, Township Five North, Range Five West of the Boise Meridian; thence West along the South line of Lot Three of Section Twenty-two, and Lot Nine of Section Twenty-one, Township Five North, Range Five West

(continued on next page)

of the Boise Meridian, to a point 180.0 feet East of the Southwest corner of Lot Nine (Northeast Quarter of the Southeast Quarter) of Section Twenty-one, Township Five North, Range Five West of the Boise Meridian; thence Northwesterly 269.1 feet to a point 200.0 feet North of the said Southwest corner of Lot Nine; thence North 130.0 feet; thence West 1324.6 feet parallel to the center line of Section Twenty-one; thence North 991.5 feet to the center of Section Twenty-one; Township Five North, Range Five West of the Boise Meridian; thence 663.4 feet West along the center line of said Section Twenty-one; thence North 660 feet; thence West 640 feet to the point of beginning;

Parcel III

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 16, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING from said Southwest Quarter of the Southeast Quarter:

BEGINNING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 16; running thence due

South 210 feet; thence due

West 210 feet; thence due

North 210 feet; thence due

East 210 feet to the POINT OF BEGINNING.

(The end of Exhibit A)

EXHIBIT B
(Obendorf Property Description)

Lot 10 of Sec. 21, and Lot 5 of Sec. 22, and Lot 4 of Sec. 27 and the NE¼ of the NE¼ of Sec. 28;

ALSO a strip of land of uniform width off the entire South side of the NW¼ of the SE¼ of Sec. 21, said strip of land containing 10 acres;

ALSO, a tract of land in the SW corner of Lot 9 of Sec. 21, described as follows, to-wit:
Commencing at the SW corner of said Lot 9, running thence East along the South side of said Lot 9, 180 feet, thence in a NWrly direction to a point on the West line of said Lot 9, 200 feet North of the SW corner of said lot, thence South along the West line of said Lot 9 to the SW corner of said lot, the point of beginning,

ALL of the above described land being in Twp. 5 N, R 5 W B.M.;

EXCEPTING therefrom the lands conveyed to the United States of America by deed recorded in Book 76 of Deeds, at page 535, records of Canyon County, Idaho, to which reference is hereby made, AND SUBJECT to the rights acquired by agreement recorded in Book 4 of Bonds and Agreements, at page 29, records of Canyon County, Idaho, to which reference is hereby made.

EXHIBIT C
(Obendorf Permit Application)

FORM 202 03/10 Print form ns a 2 page, single-sided document

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No. _____

1. Name of applicant(s) G. O. Investments, LLC Phone 208-462-7397
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address: 24034 Balt Corner Road City Parma
State ID Zip 83660 Email: _____
2. Source of water supply Unnamed Drain which is a tributary of Boise River
3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
5N	5W	27	4	NE	NW	NW	Canyon	Unnamed Drain	

4. Water will be used for the following purposes:
- Amount 6.0 cfs for Wildlife purposes from 2/29 to 11/15 (both dates inclusive)
(cfs or acre-foot per year)
- Amount 6.0 cfs for Diversion to Storage purposes from 2/29 to 11/15 (both dates inclusive)
(cfs or acre-foot per year)
- Amount 40.0 af for Wildlife Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-foot per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-foot per year)
5. Total quantity to be appropriated is (a) 6.0 cubic feet per second (cfs) and/or (b) 40.0 acre-feet per year (af).
3. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Checkbox, pipe
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.
For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? _____; drilling firm _____
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Description of proposed uses (if irrigation only, go to item 8):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. _____
- d. Domestic; show number of households _____
- e. Other; describe fully. Five ponds covering a total of 10 acres with an average depth of 4 feet are planned for wildlife

8. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	22											Lt 5						
													W						
		27						Lt 4											
								W											

Total number of acres to be irrigated: _____

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? 63-32460

- Who owns the property at the point of diversion? Applicant
- Who owns the land to be irrigated or place of use? Applicant
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Source also known as Baldrige and Meadows Drain. This application covers the remainder of the year not covered on application 63-32460 for the uses described above.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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 _____

Signature of Applicant _____

Print Name (and title, if applicable) _____

Print Name (and title, if applicable) _____

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ _____ Receipted by _____ Receipt No. _____ Date _____



EXHIBIT D
(Obendorf SRBA Claim - wildlife ponds)

SRBA Form No.42-1409-1 (Internet 2/09)

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

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received: _____

Receipt No: _____

Received By: _____

**NOTICE OF CLAIM
TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) G. O. Investments, LLC Phone (208) 482-7397
Mailing Address 24034 Batt Corner Road, Parma, Idaho ZIP 83660

Street or Box City State
2. Date of Priority (Only one (1) per claim) March 14, 1944

Month Day Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Meadows Drain
which is tributary to (b) Boise River
4. a. Location of Point of Diversion is: Township 5N, Range 5W, Section 27,
NW, 1/4 of NW, 1/4 Govt. Lot 4, BM., County of Canyon
Parcel (PIN) no. _____
Additional points of diversion if any: _____
If available, GPS Coordinates _____
- b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4
Govt. Lot _____, BM., County of _____
ending point is: Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4
Govt. Lot _____, BM., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates ,Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed
and as enlarged and the depth of each well. Ponds cover about 12 acres at an average depth of 2 feet.

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For Wildlife purposes from 1/1 to 12/31 amount 2.5 or _____

For Diversion to Storage purposes from 1/1 to 12/31 amount 2.5 or _____

For Wildlife Storage purposes from 1/1 to 12/31 amount _____ or 24.0

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.5 (cfs) and/or (b) 24.0 (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) _____

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	22											Lt 5						
													W						
		27						Lt 4											
								W											

Parcel (PIN) no(s) _____

Total number of acres irrigated _____

10. In which county (ies) are lands listed above as place of use located? Canyon

11. Do you own the property listed above as place of use? Yes (✓) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None (✓)

13. Remarks: Meadows Drain is a drain that flows through the SESE Section 28, T5N, R5W to a confluence with the "Baldrige and Meadows Drain". The confluence of the two drains is located near the boundary of the SENWNW, Section 27 and the SWNENW, Section 27, T5N, R5W. The point of diversion for this claim is upstream of the confluence of the two drains.

Last Name G. O. Investments, LLC

Identification No. _____

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.



14. Basis of Claim (Check One) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Snake River Basin Adjudication." (b.) I/We do (☐) do not (☐) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 Aerial Photo

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Manager _____ of G. O. Investments, LLC,
Title Organization

that I have signed the foregoing document in the space below as

Manager _____ of G. O. Investments, LLC,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, Dana L. Hofstetter, Hofstetter Law Office, LLC, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address Hofstetter Law Office, LLC

608 West Franklin Street, Boise, ID 83702

EXHIBIT E
Obendorf SRBA Claim - irrigation)

SRBA Form No.42-1409-1 (Internet 2/09)

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

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received: _____

Receipt No: _____

Received By: _____

**NOTICE OF CLAIM
TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) G. O. Investments, LLC Phone (208) 482-7397

Mailing Address 24034 Batt Corner Road, Parma, Idaho ZIP 83660

Street or Box _____ City _____ State _____

2. Date of Priority (Only one (1) per claim) March 1, 1940
Month Day Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other () (a) Waste water

which is tributary to (b) Boise River

4. a. Location of Point of Diversion is: Township 5N, Range 5W, Section 21,

SE, 1/4 of SE, 1/4 Govt. Lot 10, BM., County of Canyon

Parcel (PIN) no. _____

Additional points of diversion if any: _____

If available, GPS Coordinates _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

ending point is: Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Waste water collection pond, concrete ditch

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For Irrigation purposes from 3/1 to 11/15 amount 1.0 or

For Diversion to Storage purposes from 3/1 to 11/15 amount 1.0 or

For Irrigation Storage purposes from 3/1 to 11/15 amount or 15

For Diversion from Storage purposes from 3/1 to 11/15 amount 1.0 or

7. Total quantity claimed (a) 1.00 (cfs) and/or (b) 15 (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.)

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	27						Lt 4											
								5											5
		21																stg	

Parcel (PIN) no(s).

Total number of acres irrigated 5

10. In which county (ies) are lands listed above as place of use located? Canyon

11. Do you own the property listed above as place of use? Yes (✓) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

or None (✓)

13. Remarks: Source of water is waste water from Riverside Irrigation District irrigated lands owned by the claimant that are located west of the place of use and point of diversion for this claim.

Last Name G. O. Investments, LLC

Identification No.



14. Basis of Claim (Check One) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Snake River Basin Adjudication." (b.) I/We do (☐) do not (☐) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 Aerial Photo

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Manager _____ of G. O. Investments, LLC _____,
Title Organization

that I have signed the foregoing document in the space below as

Manager _____ of G. O. Investments, LLC _____,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, Dana L. Hofstetter, Hofstetter Law Office, LLC, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address Hofstetter Law Office, LLC

608 West Franklin Street, Boise, ID 83702

Last Name _____ Identification No. _____

EXHIBIT F
(SRBA Irrigation Claim from Upper Haas)

SRBA Form No.42-1409-1 (Internet 2/09)

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

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received: _____

Receipt No: _____

Received By: _____

**NOTICE OF CLAIM
TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) G. O. Investments, LLC Phone (208) 482-7397

Mailing Address 24034 Batt Corner Road, Parma, Idaho ZIP 83660

2. Date of Priority (Only one (1) per claim) March 14, 1944 City _____ State _____
Month Day Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other () (a) Baldrige and Meadows Drain
which is tributary to (b) Boise River

4. a. Location of Point of Diversion is: Township 5N, Range 5W, Section 27,
NW, 1/4 of NW, 1/4 Govt. Lot 4, BM., County of Canyon

Parcel (PIN) no. _____

Additional points of diversion if any: _____

If available, GPS Coordinates _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

ending point is: Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed
and as enlarged and the depth of each well. _____

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For Irrigation purposes from 3/1 to 11/15 amount 1.00 or

For purposes from to amount or

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) 1.00 (cfs) and/or (b) (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.)

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	21																L10	
																		1	1
		22											L 5						
													11						11

Parcel (PIN) no(s).

Total number of acres irrigated 12

10. In which county (ies) are lands listed above as place of use located? Canyon

11. Do you own the property listed above as place of use? Yes (✓) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

or None (✓)

13. Remarks: This claim includes 0.4 cfs for conveyance loss between the point of diversion and the field headgate.

Last Name G. O. Investments, LLC

Identification No.



14. Basis of Claim (Check One) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Snake River Basin Adjudication." (b.) I/We do (☐) do not (☐) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 Aerial Photo

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Manager _____ of G. O. Investments, LLC _____,
Title Organization

that I have signed the foregoing document in the space below as

Manager _____ of G. O. Investments, LLC _____,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, Dana L. Hofstetter, Hofstetter Law Office, LLC, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

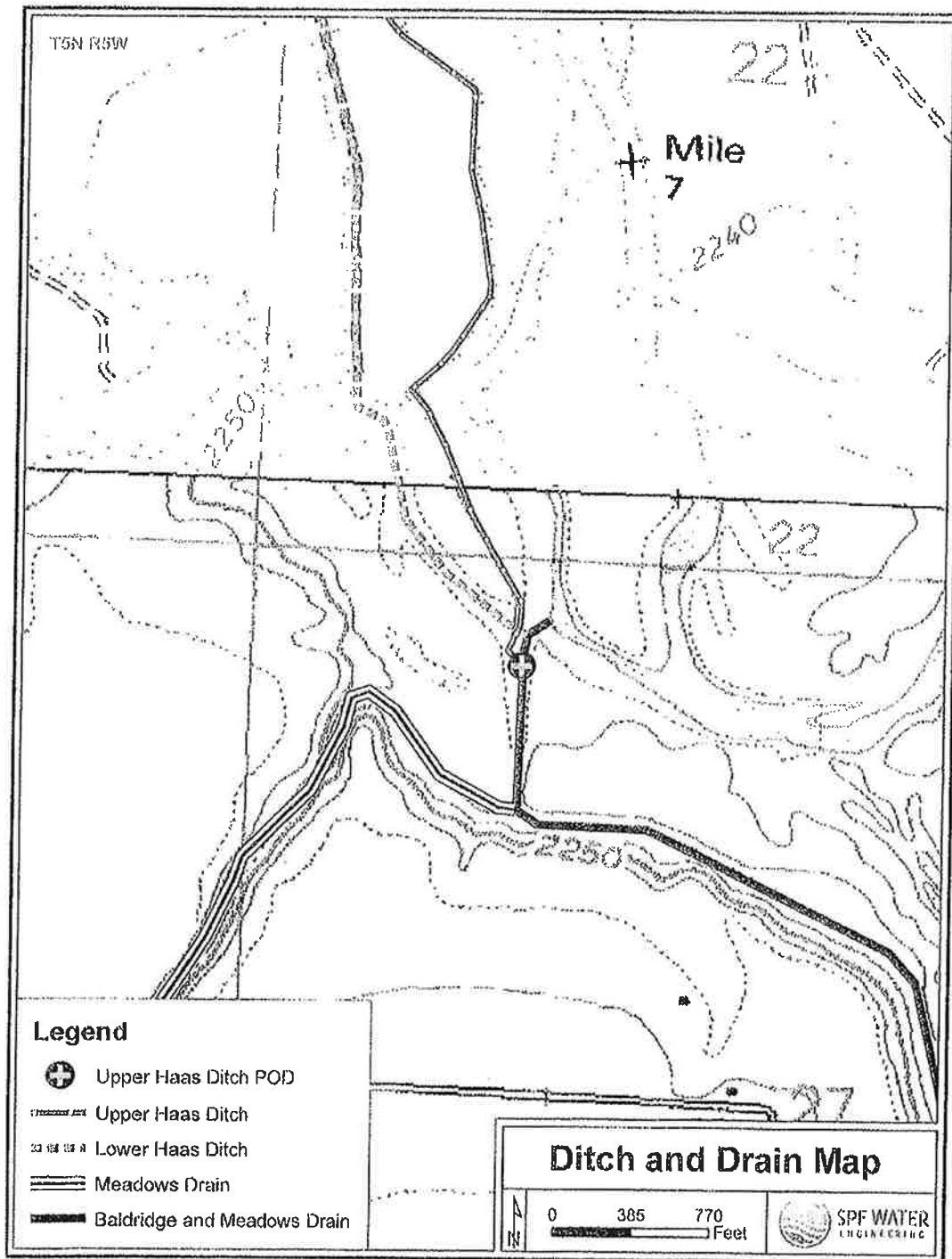
Signature _____ Date _____

Address Hofstetter Law Office, LLC _____

608 West Franklin Street, Boise, ID 83702 _____

Last Name _____ Identification No. _____

EXHIBIT G
(Ditch and Drain General Location Map)



SRBA

SUBCASE SUMMARY REPORT 63-32910

[Return to SRBA Home Page](#)

SRBA
03-07-2012

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 63-32910 FILE#: 02145
CLAIMANT: W & H LLC
DBA MALLARD FARMS
504 N PHILLIPPI ST

BOISE ID 83706
STATUS: SF5 PENDING SPECIAL MASTER: BOOTH, THEODORE R.
WATER SOURCE:

ISSUES: NAME AND ADDRESS DESCRIPTION
SOURCE OF WATER
QUANTITY OF WATER USED
PRIORITY DATE
POINT(S) OF DIVERSION DESCRIPTION
PURPOSE OF USE DESCRIPTION
PERIOD OF YEAR WHEN WATER IS USED
PLACE OF USE OR IRRIGATED ACRES IN EACH 40 A.
0

**** PARTIES INVOLVED ****

W & H LLC	C ATTY: MICHAEL C CREAMER
W & H LLC	O ATTY: MICHAEL C CREAMER
GREG OBENDORF	R ATTY: DANA L. HOFSTETTER

**** ROA ENTRIES ****

12-11-2007	MOTION TO FILE LATE NOTICE OF CLAIM	MG	03-19-2008
12-11-2007	NOTICE OF CLAIM TO A WATER RIGHT		
12-11-2007	NOTICE SETTING HEARING - LATE CLAIM	HH	03-18-2008 0130
03-18-2008	HEARING HELD	HH	03-18-2008 0130
03-18-2008	MINUTES		
<u>03-19-2008</u>	ORDER GRANTING MOTION TO FILE LATE NOTICE OF CLAIM		
03-19-2008	LATE CLAIM FORWARDED TO IDWR		03-19-2008
06-10-2009	DIRECTOR'S REPORT FOR LATE CLAIMS		
06-10-2009	NOTICE OF FILING DIRECTOR'S REPORT FOR LATE CLAIMS		
	OBJECTIONS DUE	8/10/09 8B	08-10-2009 0500
	RESPONSES DUE	11/09/09 RB	11-09-2009 0500
<u>06-22-2009</u>	OBJ 01 F/B W & H LIMITED LIABILITY CO	RB	08-20-2007 0001
<u>11-09-2009</u>	RESPONSE TO OBJ 0001 F/B OBENDORF, GREG		0001
<u>11-09-2009</u>	ORDER SETTING INITIAL HEARING	1S	01-05-2010 0900
<u>01-04-2010</u>	NOTICE OF APPEARANCE - LINDA JONES OF HOLLAND & HART FOR W&H LIMITED LIABILITY CO		
01-05-2010	INITIAL HEARING HELD	1H	01-05-2010 0900
01-05-2010	MINUTES		
<u>01-05-2010</u>	NOTICE SETTING SCHEDULING CONFERENCE	SS	04-06-2010 0900
<u>01-05-2010</u>	NOTICE OF APPEARANCE OF COUNSEL		

<u>02-26-2010</u>	NOTICE OF SUBSTITUTION OF COUNSEL		
<u>04-06-2010</u>	SCHEDULING CONFERENCE	HH	04-06-2010 0900
<u>04-06-2010</u>	TRIAL SCHEDULING ORDER	TV	10-05-2010 0900
	SUPPLEMENTAL SCHEDULING CONFERENCE	SS	06-01-2010 0400
<u>05-28-2010</u>	MOTION TO FILE AMENDED NOTICE OF CLAIM	MG	07-09-2010
<u>05-28-2010</u>	LDGD: PROPOSED AMENDED CLAIM		
<u>05-28-2010</u>	ORDER SETTING HEARING	HS	06-29-2010 1030
	MOTION TO AMEND NOTICE OF CLAIM		
<u>06-01-2010</u>	SUPPLEMENTAL SCHEDULING CONFERENCE HELD	HH	06-01-2010 0400
<u>06-07-2010</u>	TRIAL SCHEDULING ORDER	TV	10-05-2010 1000
	HEARING ON MOTION TO AMEND CLAIM	HS	06-29-2010 1030
	HEARING ON SUMMARY JUDGMENT MOTIONS	HV	08-31-2010 0230
	DISCOVERY COMPLETED	DV	08-31-2010 0500
	FINAL PRETRIAL CONFERENCE SET	PV	09-14-2010 0930
<u>06-29-2010</u>	HEARING HELD ON MOTION TO AMEND CLAIM	HH	06-29-2010 1030
<u>07-02-2010</u>	NOTICE OF SERVICE - CLAIMANT W & H LIMITED LIABILITY COMPANY'S FIRST SET OF DISCOVERY REQUESTS TO GREG OBENDORF		
<u>07-09-2010</u>	ORDER GRANTING MOTION TO FILE AMENDED CLAIM		
<u>07-09-2010</u>	ORDER EXTENDING DISCOVERY DEADLINE	DC	09-13-2010 0500
<u>08-16-2010</u>	(FAX) NOTICE OF SERVICE OF DISCOVERY REQUESTS		
<u>09-02-2010</u>	W & H LLC'S MOTION TO COMPEL RESPONSES TO DISCOVERY	MG	09-13-2010
<u>09-02-2010</u>	AFFIDAVIT OF MICHAEL C CREAMER IN SUPPORT OF W & H LLC'S MOTION TO COMPEL		
<u>09-02-2010</u>	NOTICE OF HEARING	HV	09-15-2010 0300
<u>09-03-2010</u>	(FAX) AMENDED NOTICE OF HEARING	HS	09-21-2010 0900
<u>09-07-2010</u>	RESPONDENT'S MOTION TO VACATE & RESET TRIAL &	MG	09-13-2010
<u>09-07-2010</u>	MOTION FOR EXPEDITED HEARING	MG	09-09-2010
<u>09-07-2010</u>	AFFIDAVIT OF DANA HOFSTETTER		
<u>09-07-2010</u>	NOTICE OF HEARING - EXPEDITED; MOTION TO VACATE & RESET	HS	09-09-2010 0330
<u>09-08-2010</u>	MOTION FOR EXPEDITED HEARING - MOT TO COMPEL	MG	09-09-2010
<u>09-08-2010</u>	2ND AMENDED NOTICE OF HEARING	HS	09-09-2010 0330
<u>09-09-2010</u>	HEARING HELD ON MOTION TO VACATE/RESET	HH	09-09-2010 0330
<u>09-09-2010</u>	HEARING HELD ON MOTION TO COMPEL	HH	09-09-2010 0330
<u>09-13-2010</u>	ORDER GRANTING MOTION FOR EXPEDITED HEARING		
<u>09-13-2010</u>	ORDER GRANTING MOTION TO COMPEL		
<u>09-13-2010</u>	AMENDED TRIAL SCHEDULING ORDER	TV	03-17-2011 1000
	DISCOVERY COMPLETED	DC	12-30-2010 0500
	FINAL PRETRIAL CONFERENCE	PV	03-01-2011 0930
<u>09-14-2010</u>	NOTICE OF SERVICE		
<u>10-08-2010</u>	RESPONSE TO CLAIMANT'S MOTION FOR EXPENSES PURSUANT TO I.R.C.P. 37(A)(4)		10-08-2010
<u>10-08-2010</u>	AFFIDAVIT OF DANA L HOFSTETTER IN SUPPORT OF RESPONSE TO MOTION FOR EXPENSES		
<u>12-23-2010</u>	(FAX) STIPULATION FOR EXTENSION OF TIME		
<u>01-14-2011</u>	(FAX) SECOND STIPULATION FOR EXTENSION OF TIME		
<u>01-21-2011</u>	(FAX) NOTICE OF SETTLEMENT		
<u>01-24-2011</u>	NOTICE OF SERVICE		
<u>01-28-2011</u>	ORDER GRANTING STIPULATED MOTION FOR EXTENSION OF TIME		
<u>09-01-2011</u>	ORDER SETTING HEARING	HS	09-27-2011 1100
	STATUS / SCHEDULING CONFERENCE		
<u>09-27-2011</u>	STATUS / SCHEDULING CONFERENCE HELD	HH	09-27-2011 1100
<u>09-27-2011</u>	MINUTES		
<u>02-29-2012</u>	(FAX) W & H LIMITED LIABILITY COMPANY'S MOTION FOR ORDER SETTING MANDATORY SETTLEMENT CONFERENCE	MF	02-29-2012

<u>03-02-2012</u>	ORDER SETTING HEARING	HS	03-06-2012 1000
	MOTION FOR ORDER SETTING MANDATORY		
03-06-2012	STATUS CONFERENCE HELD	US	03-06-2012 1000
03-06-2012	HEARING ON MOTION FOR SETTLEMENT CONFERENCE	HH	03-06-2012 1000
03-06-2012	MINUTES		

[Return to SRBA Home Page](#)

STATUS CONFERENCE NOTES:

RIGHT NO. 63-32910 3

DATE: 3-6-12

63-33354

Dana H. & Mike Creamer have a difference of opinion about the language of the settlement. Dana had a mtg. at 1:30^{3/7} w/ Mike Creamer to discuss. Differ on the language of the settlement & what it means. Dana wants full 14 days to respond to the motion for a mandatory settlement conference. Hearing on March 20 at 9:00 AM.

Dana feels there is not a meeting of the minds on the settlement agreement. Trial set for Oct 9th & 10th. Pre-trial conf. ~~Oct. 2nd~~ Sept. 27th at 9:30.

Spencer, Nick

From: Spencer, Nick
Sent: Tuesday, March 06, 2012 5:08 PM
To: 'Michael C Creamer'
Cc: Shurte, Jan; Williams, Ray
Subject: 63-32910 and 63-33354 (W & H Development)

Hi Mike.

I talked to Jan. She wants to see the exact language being proposed before she decides whether it is workable or not. She will be in the office first thing tomorrow morning to look at it. Assuming we can all agree on the final wording in a reasonable amount of time in the morning she thinks she can get the new language plugged into new draft SF-5s in time for your 1:30 meeting.

In looking at the language of paragraph 1 of the agreement I just cannot see how that exact wording can work as a remark. In the context of the agreement the language that describes the two rights subject to the combined use limit as being "...the Wildlife Claim and stock water claim A63-33354..." is readily understandable. But in a stand-alone remark on the face of the water right it would be really confusing. Additionally, the key language in paragraph 1 provides that "...the combined diversion rate ... is 4.6cfs/45 AFA." The problem with this is that 45 AFA is a volume rather than a rate.

Basically I think the more straightforward language in paragraph 2 provides a better template, and I think with minor adjustment it can accurately encapsulate the combined use limit provided for in both paragraph 1 and 2. Here is what I suggest:

On water right 63-32910 the remark can read:

The combined diversion rate and volume for wildlife and stockwater purposes under this right and right no. 63-33354 is 4.6 cfs/45 AFA.

On water right 63-33354 the remark can read:

The combined diversion rate and volume for wildlife and stockwater purposes under this right and right no. 63-32910 is 4.6 cfs/45 AFA.

While the language of these proposed remarks does not exactly track the language in the settlement agreement I think it captures what the agreement provides for. Please ponder this and let me know what you think. Thanks. NBS

CARTER STATED THIS WOULD
LIMIT THE RIGHT TO 45 AF PER YEAR
SEE MEMORANDUM 3/6/12 ALSO

SENT TO SO
ON 9-15-11IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32910

NAME AND ADDRESS: W & H PARTNERSHIP LLC
DBA MALLARD FARMS
PO BOX 7943
BOISE ID 83707

SOURCE: UNNAMED DRAIN

TR1

QUANTITY: 4.600 CFS
45.000 AFYThe quantity of water under this right for
13,000 gallons per day.This right and Right No. 63-33354 are limi
rate of 4.6 cfs and 45 afa.

PRIORITY DATE: 01/01/1970

POINT OF DIVERSION:

T05N R05W S27 NENW Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DIVERSION TO STORAGE	01/01 12/31	4.600 CFS
WILDLIFE	01/01 12/31	4.600 CFS
WILDLIFE STORAGE	01/01 12/31	45.00 AFY
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: WILDLIFE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

WILDLIFE STORAGE in CANYON County

T05N R05W S22 NWNW

T05N R05W S22 Lot 4 SWNW

T05N R05W S22 Lot 3 NWSW

STOCKWATER same as WILDLIFE

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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

This water right shall be subordinate to Water Right No. 63-32460. When the quantity of water necessary for the authorized beneficial use under Water Right No. 63-32460 is not available to be delivered from the source of this water right, diversions under this water right shall be limited to the extent required

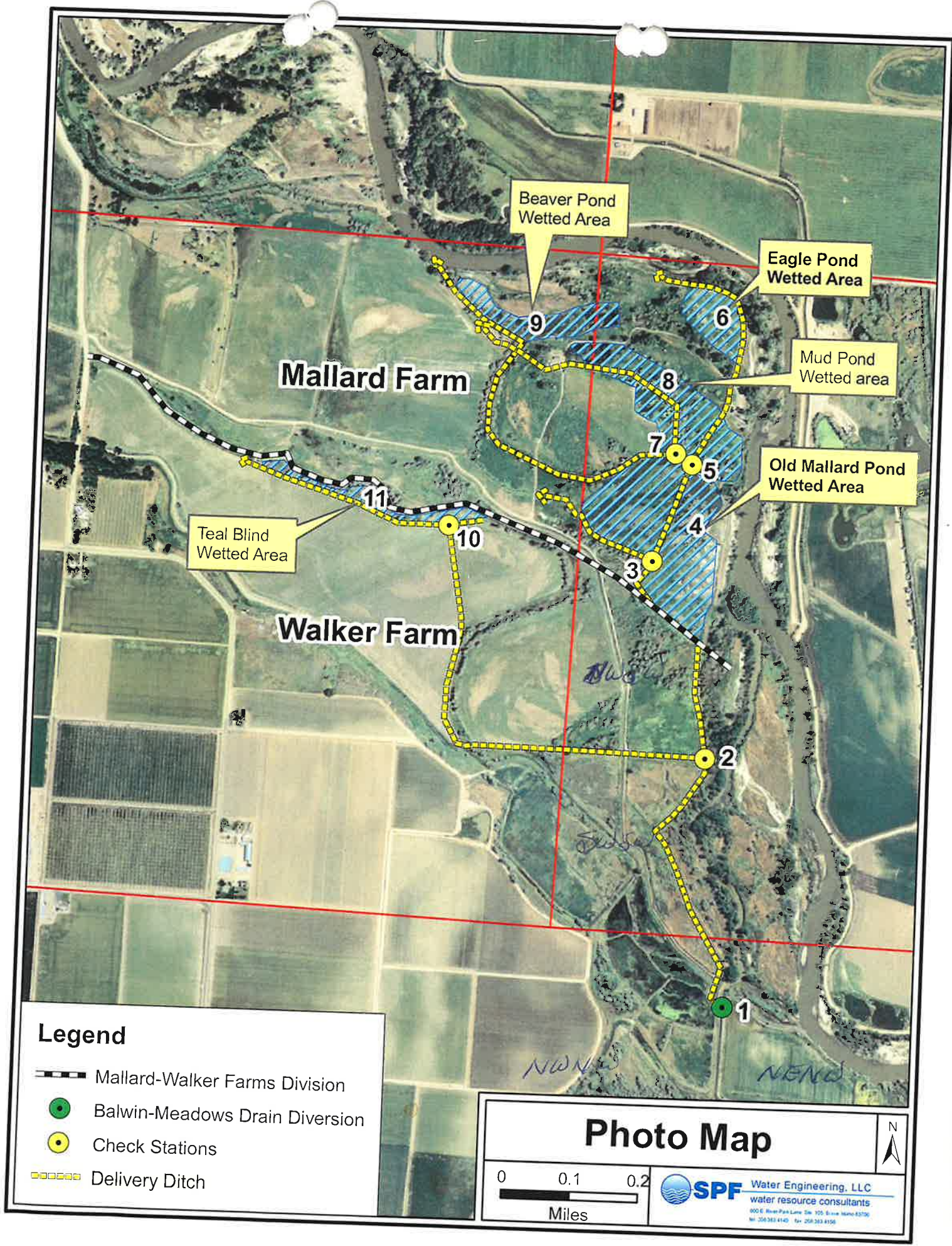
EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 200 beef cattle.

Source is locally known as the Baldrige-Meadows Drain.

Place of Use for 63-32910
Jan Shurte 9-15-11
W & H Partnership LLC

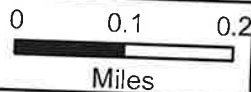




Legend

- Mallard-Walker Farms Division
- Balwin-Meadows Drain Diversion
- Check Stations
- Delivery Ditch

Photo Map



Water Engineering, LLC
water resource consultants
800 E. River Park Lane Ste. 105, Evansville, IN 47710
tel: 317.463.4140 fax: 317.463.4156

Shurte, Jan

From: Williams, Ray
Sent: Monday, January 30, 2012 3:30 PM
To: Shurte, Jan
Cc: Spencer, Nick
Subject: FW: 63-32910 and 63-33354 (W & H Development)

Hi, Jan –

Would you be able to prepare draft SF5 recommendations in Word for these water rights, with the insertion of Nick's proposed remarks contained in his 9/27 e-mail below and shoot them to us?

Thanks!

Ray

From: Spencer, Nick
Sent: Monday, October 03, 2011 9:31 AM
To: Shurte, Jan
Cc: Williams, Ray
Subject: RE: 63-32910 and 63-33354 (W & H Development)

Nope. There isn't anything we can do until we hear back from Dana and Mike in response to my e-mail, below, with the language I propose. If, on reflection, they decide to accept the proposed language, we can go ahead with new SF-5s. If they decide not to accept it, they need to tell us why, and what they think the language ought to be. NBS

From: Shurte, Jan
Sent: Monday, October 03, 2011 9:05 AM
To: Spencer, Nick
Subject: FW: 63-32910 and 63-33354 (W & H Development)

Nick – am I supposed to be doing something on these. I do not remember their responses? Don't worry I am working on 63-33516 and Mike Lawrence has not called me for a meeting yet, but he proposed Wednesday. I don't think it will be a problem after speaking with him on Friday. It appears they have a license for the winter time recreation portion of this right. I can look at that file and find out a bunch of information. Jan

From: Spencer, Nick
Sent: Tuesday, September 27, 2011 11:39 AM
To: Michael C Creamer; Dana Hofstetter
Cc: Shurte, Jan; Williams, Ray
Subject: 63-32910 and 63-33354 (W & H Development)

Hi Dana and Mike.

I apologize for the last minute confusion. When we first looked at the objection and response in the 63-33354 subcase it looked like a quick and easy fix and we drafted an SF-5 to circulate for signature. However, since Mike informed me that

we didn't get the intent of the parties correctly stated, I have gone back to look at the situation more closely, and have realized there is a problem with what you each propose in the objection and response.

Basically as I understand it you are seeking a combined storage volume limit of 45 AF listed on both 63-33354 and 63-32910. A storage volume limiter works fine for 63-32910 because it has a wildlife storage component. However, 63-33354 is simply a small stockwater right. It has no storage component on it. Therefore I fear that we will create confusion that will cause heartburn for the claimant down the road if we put a combined storage volume limit on a right that does not allow for storage. Therefore I suggest that 63-33354 be left with the existing remark setting a combined diversion rate limit of 4.6 cfs. The remark would read as follows:

This right and right no. 63-32910 are limited to a total combined diversion rate of 4.6 cfs.

Right 63-32910 is the right that provides for diversion to storage and a wildlife storage component. I propose that the following two sentence remark be placed on this right:

This right and right no. 63-33354 are limited to a total combined diversion rate of 4.6 cfs. The storage volume for this right is limited to 45 AF.

I think this language effectuates the intent of the parties, which, as I understand it, is to limit the combined diversion rate of the two rights to 4.6 cfs, and to limit the storage volume of the storage right to 45 AF to insure that the existing storage pond volume cannot be increased.

Is my thinking in this regard out to lunch? Please let me know what you think.

Thanks,
NBS

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