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Attorneys for Crooked River Ranches, LLC

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

MAR 27 2024

By _____ Clerk
Deputy Clerk

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

In Re SRBA

Subcase Nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B, and 69-4112

Case No. 39576

**DECLARATION OF KATIE A.
SHRUM**

Katie A. Shrum, being under penalty of perjury states as follows:

1. I am over the age of eighteen and state the following based on my own personal knowledge.
2. I am a Governor of Crooked River Ranches, LLC (“CRR”), a corporation in good standing with the Idaho Secretary of State.
3. CRR is a successor-in-interest to Harold A. Powers and Evea H. Powers (“Powers”), who were partially decreed water right nos. 69-4103A and 69-4103B in the Snake River Basin Adjudication (“SRBA”). The SRBA also partially decreed water right nos. 69-

4104A and 69-4104B to Moonshine Ventures, LLC (“Moonshine Ventures”), and water right no. 69-4112 to Jack Rubelt and Ava E. Rubelt (“Rubelts”). The partial decrees for water right nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B, and 69-4112 are of record with the Court and are attached hereto as Exhibit A.

4. Prior to issuance of the SRBA partial decrees for the above-captioned water rights, Powers, Moonshine Ventures, and Rubelts filed a *Motion in Support of Settlement Agreement* with the SRBA district court, which was also recorded in Adams County as Instrument No. 115466. The *Motion in Support of Settlement Agreement* is of record with the Court and is attached hereto as Exhibit B (“Settlement Agreement”).

5. According to the SRBA partial decrees and *Settlement Agreement*, CRR is senior to Moonshine Ventures and Rubelts.

6. CRR uses its water rights to irrigate pasture for cows and calves to graze on and for watering livestock.

7. During the summer of 2022, I discovered that Moonshine Ventures’ and Rubelts’ headgates were padlocked open, making them unadjustable.

8. In August of 2022, due to a lack of water, CRR was forced to sell calves a month early because our pastures had dried up.

9. On December 13, 2022, our attorney, Mr. Bromley, emailed a letter to Julie Klien Fischer and Michael P. Lawrence, attorneys of record for Rubelts and Moonshine Ventures, respectively, notifying them that CRR is a successor-in-interest to the Powers as to water right nos. 69-4103A and 69-4104A. Attached hereto as Exhibit C is a true and correct copy of the December 13, 2022 letter.

10. Anticipating that we may not receive the water to which we were entitled, we did not turn calves out to pasture until June of 2023, which is one month later than is typical.

11. Despite requests from me during the 2023 irrigation season to Moonshine Ventures and Rubelts to voluntarily adjust their headgates when flows were low, so that CRR could receive its senior water rights, they did not comply and did not remove the padlocks.

12. On or around July 22, 2023, when flows were becoming low, I found that CRR's headgate had been tampered with to restrict the flow of water to our property. I reset the headgate to where it was previously set.

13. CRR has traditionally accessed its headgate through a road that is on land owned by Moonshine Ventures. The road through Moonshine Ventures' property is gated and has not historically been locked.

14. On July 31, 2023, I had a phone call with Rubelts about CRR being short of water, asking them to adjust their headgate. I was responded to with confusion as to why that should happen.

15. On July 31, 2023, I sent a text to Mike Longtin (contact for Moonshine Ventures) about CRR being short of water, asking him to adjust Moonshine Ventures' headgate. Mr. Longtin did not respond to me.

16. On August 1, 2023, I decided to inspect our headgate and was unable to access it because the gate on a road through Moonshine Ventures' property was locked.


17. On August 2, 2023, our attorney, Mr. Bromley, emailed a letter to Ms. Fischer and Mr. Lawrence, and mailed a letter Douglas M. Scism (Moonshine Ventures), regarding the *Settlement Agreement* and CRR's need for water. Attached hereto as Exhibit D is a true and correct copy of the August 2, 2023 letter.

18. I asked Mike Longtin (contact for Moonshine Ventures) multiple times for the gate through Moonshine Ventures' property to be unlocked and was told, after I asked for the key, that the gate was locked to prevent trespass. I had not heard before that there was a problem with trespassers. Eventually, Moonshine Ventures stopped responding to my requests for the gate to be unlocked or to be given a key.

19. With the lock in place, CRR was unable to access our headgate in the manner we have traditionally accessed it, meaning we cannot bring in equipment to maintain the headgate and ditch.

20. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

DATED this 23 day of March, 2024.


KATIE A. SHRUM
Governor, Crooked River Ranches, LLC

RECEIVED

JAN 31 2008

DEPARTMENT OF WATER RESOURCES

DISTRICT COURT - SRBA
TWIN FALLS OF IDAHO
FILED

2008 JAN 30 07 19 18

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

In Re SRBA
Case No. 39576

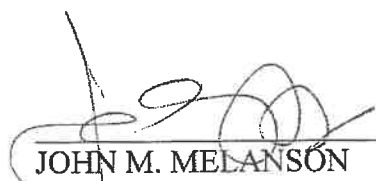
) ORDER OF PARTIAL DECREE
)
) For Water Rights: 69-4103A, 69-4103B,
) 69-4104A, 69-4104B & 69-4122
)

On November 14, 2007, a *Special Master's Report and Recommendation* was filed for the above-captioned water rights. The *Special Master's Report and Recommendation* was based on a *Standard Form 5* and *Settlement Agreement*. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report and Recommendation* and wholly adopts them as its own. The Court further approves the *Settlement Agreement* and pursuant its terms retains jurisdiction over the *Settlement Agreement* for the purpose of resolving disputes arising over the implementation and enforcement of its terms.

Therefore, IT IS ORDERED that the above-captioned water rights be decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED January 30, 2008.



JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

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

2009 JAN 30 PM 9 18

In Re SRBA)
)
 Case No. 39576)
 _____)

PARTIAL DECREE PURSUANT TO
 I.R.C.P. 54(b) FOR
 Water Right 69-04103A

NAME AND ADDRESS: EVEA H POWERS
 HAROLD A POWERS
 7680 APPALOOSA LN
 EMMETT, ID 83617

SOURCE: CROOKED RIVER TRIBUTARY: WILDHORSE RIVER

QUANTITY: 3.38 CFS
 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 04/01/1888

POINT OF DIVERSION: T18N R03W S11 NWSW Within Adams County
 NESW
 S15 NENE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	3.38 CFS
	Stockwater	04-01 TO 10-31	0.12 CFS

PLACE OF USE:		Within Adams County
Irrigation T18N R03W S11	NESW 38.0	SESW 39.0
	NWSE 36.0	SWSE 19.0
	132.0 Acres Total	
Stockwater T18N R03W S11	NESW	SESW
	NWSE	SWSE
	Within Adams County	

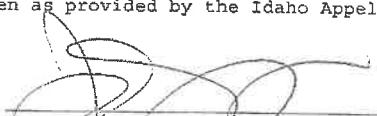
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use. Right nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B and 69-4122 shall be administered in accordance with that certain Settlement Agreement recorded as instrument number 115466, Adams County Recorders Office.

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

RULE 54(b) CERTIFICATE

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



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

WATER RIGHT COURT - SRBA
 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS
 FILED

2008 JUN 30 PM 9 18

In Re SRBA)
 Case No. 39576)

PARTIAL DECREE PURSUANT TO
 I.R.C.P. 54(b) FOR
 Water Right 69-04103B

NAME AND ADDRESS: MOONSHINE VENTURES LLC
 PO BOX 44
 COUNCIL, ID 83612

SOURCE: CROOKED RIVER TRIBUTARY: WILDHORSE RIVER

QUANTITY: 1.94 CFS
 Right Nos. 69-4103B and 69-4104B are limited to a total combined diversion rate of 1.94 cfs.

PRIORITY DATE: 04/01/1955

POINT OF DIVERSION: T18N R03W S15 NENE Within Adams County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	1.94 CFS

PLACE OF USE: Irrigation Within Adams County

T18N R03W S14	NWNE 1.0	NENW 20.0
	NWNW 40.0	SWNW 19.0
S15	NENE 17.0	
97.0 Acres Total		

Right Nos. 69-4103B and 69-4104B are limited to the irrigation of a combined total of 97 acres in a single irrigation season.

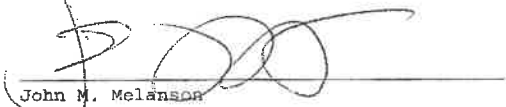
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

Right nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B and 69-4122 shall be administered in accordance with that certain Settlement Agreement recorded as instrument number 115466, Adams County Recorders Office.

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

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

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

FILED
 2008 JAN 30 PM 9 18

In Re SRBA)
)
 Case No. 39576)
 _____)

PARTIAL DECREE PURSUANT TO
 I.R.C.P. 54(b) FOR
 Water Right 69-04104A

NAME AND ADDRESS: EVEA H POWERS
 HAROLD A POWERS
 7680 APPALOOSA LN
 EMMETT, ID 83617

SOURCE: MOONSHINE CREEK TRIBUTARY: DICK ROSS CREEK

QUANTITY: 0.34 CFS

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

PRIORITY DATE: 04/01/1888

POINT OF DIVERSION: T18N R03W S14 NENENW Within Adams County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	0.32 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

PLACE OF USE: Irrigation Within Adams County
 T18N R03W S11 SWSE 16.0
 16.0 Acres Total

Stockwater Within Adams County
 T18N R03W S11 SWSE


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.
 Right nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B and 69-4122
 shall be administered in accordance with that certain Settlement
 Agreement recorded as instrument number 115466, Adams County
 Recorders Office.

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

RULE 54(b) CERTIFICATE

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



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

DISTRICT COURT - SRBA
 TWIN FALLS CO. IDAHO
 2008 JAN 30 9 19

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

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
 Case No. 39576)
)
) Water Right 69-04104B

NAME AND ADDRESS: MOONSHINE VENTURES LLC
 PO BOX 44
 COUNCIL, ID 83612

SOURCE: MOONSHINE CREEK TRIBUTARY: DICK ROSS CREEK

QUANTITY: 1.34 CFS
 Right Nos. 69-4103B and 69-4104B are limited to a total combined
 diversion rate of 1.94 cfs.

PRIORITY DATE: 04/01/1955

POINT OF DIVERSION: T18N R03W S14 SWNW Within Adams County
 NWNW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	1.34 CFS

PLACE OF USE: Irrigation Within Adams County
 T18N R03W S14 NWNW 1.0 NENW 20.0
 NWNW 30.0 SWNW 16.0
 67.0 Acres Total

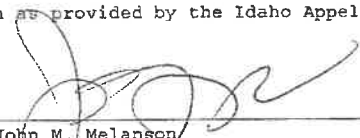
Right Nos. 69-4103B and 69-4104B are limited to the irrigation
 of a combined total of 97 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:
 Right nos. 69-4103A, 69-4103B, 69-4104A, 69-4104B and 69-4122
 shall be administered in accordance with that certain Settlement
 Agreement recorded as instrument number 115466, Adams County
 Records Office.

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

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


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

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

DISTRICT COURT - SRBA
TWIN FALLS CO. IDAHO
FILED
2008 JAN 30 9 19

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 69-04122

NAME AND ADDRESS: AVA E RUBELT
JACK RUBELT
2280 OLD HORNET RD
COUNCIL, ID 83612

SOURCE: CROOKED RIVER TRIBUTARY: WILDHORSE RIVER

QUANTITY: 2.81 CFS

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

PRIORITY DATE: 05/06/1901

POINT OF DIVERSION: T18N R03W S10 SESE Within Adams County
SESE
S15 NWNE
NENE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	2.76 CFS
	Stockwater	01-01 TO 12-31	0.05 CFS

PLACE OF USE:	Location	Quantity
Irrigation	T18N R03W S10 NESE 29.0	Within Adams County
	SWSE 29.0	NWSE 1.0
		SESE 40.0
99.0 Acres Total		
Stockwater	T18N R03W S10 NESE	Within Adams County
	SWSE	NWSE
		SESE

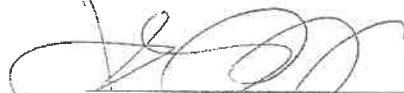
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

RIGHT NOS. 69-4103A, 69-4103B, 69-4104A, 69-4104B AND 69-4122 SHALL BE ADMINISTERED IN ACCORDANCE WITH THAT CERTAIN SETTLEMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER 115466, ADAMS COUNTY RECORDERS OFFICE.

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

RULE 54(b) CERTIFICATE

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



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

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER OF PARTIAL DECREE was mailed on January 30, 2008, with sufficient first-class postage to the following:

AVA E RUBELT

JACK RUBELT

Represented by:

JULIE K. FISCHER

5700 E FRANKLIN RD, STE 200

NAMPA, ID 83687-7901

Phone: 207-466-9272

DOUGLAS M & CHARLETA SCISM

MOONSHINE VENTURES LLC

Represented by:

MICHAEL P LAWRENCE

PO BOX 2720

BOISE, ID 83701

Phone: 208-388-1200

EVEA H POWERS

HAROLD A POWERS

Represented by:

WILLIAM G MYERS III

101 S CAPITOL BLVD, STE 1400

PO BOX 2527

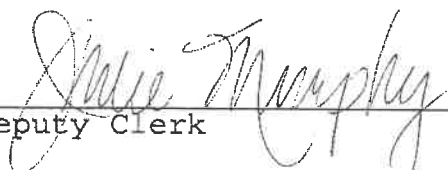
BOISE, ID 83701-2527

Phone: 208-342-5000

DIRECTOR OF IDWR

PO BOX 83720

BOISE, ID 83720-0098



B. In these subcases:

1. The Powerses have filed Standard Form 1 objections to IDWR's recommendations as listed in the Director's Report for the Moonshine Ventures' Water Rights Nos. 69-4103B and 69-4104B.

2. The Powerses have filed a Standard Form 1 objection to IDWR's recommendation as listed in the Director's Report for the Rubeltes' Water Right No. 69-4122. Moonshine Ventures has filed a Standard Form 2 response to the Powerses' objections to this same water right.

3. Moonshine Ventures has filed motions, as amended, to file late objections to IDWR's recommendations as listed in the Director's Report for the Powerses' Water Rights Nos. 69-4103A and 69-4104A.

These objections, response and motions are currently pending in these subcases.

C. The Parties have met to discuss their differences and wish to resolve all pending, potential and future claims related to these water rights that have been or could be asserted in the SRBA by any of them against the others and to obtain partial decrees of these rights consistent with this Agreement. Said resolution will result in revising the Directors' original recommendations described in Exhibit 1.

D. The Parties acknowledge that they have historically used water under their respective water rights in cooperation with the other Parties. This Agreement will foster cooperation among the Parties so as to optimize the beneficial uses the Parties may make of the water consistent with their water right decrees and terms herein.

AGREEMENT

1. Court Approval

Within 30 days of the effective date of this Agreement, the Parties will jointly file a motion with the District Court in the above-captioned subcases seeking an order of the District Court that (a) partially decrees the subcases according to the recommendations in the Director's Report as modified by and subject to the terms of this Agreement, pending the final decree in Case No. 39576, (b) approves this Agreement, (c) dismisses all pending motions and objections as moot, and (d) retains jurisdiction for purposes set forth in paragraph 4(b), below, both as to disputes regarding the partial decrees and the implementation and enforcement of this Agreement. The Parties hereby waive any potential or future claims regarding these subcases, other than enforcement of this Agreement and the partial decrees. Upon entry of the Court's order, the Parties agree that their water rights shall be administered in compliance with their respective partial decrees.

SCANNED

DEC 11 2007

2. Priority Dates

The priority dates set forth in the existing Director's Report recommendation, Exhibit 1, for the five subcases at issue in this matter shall be amended as necessary to reflect the following:

Water Right No. and Party	Priority Date
69-4103A Poweses	April 1, 1888
69-4104A Poweses	April 1, 1888
69-4122 Rubelts	May 6, 1901
69-4103B Moonshine Ventures	April 1, 1955
69-4104B Moonshine Ventures	April 1, 1955

3. Crooked River and Moonshine Creek Points of Diversion, Water Flow Measurement, and Water Flow Control

In order to distribute, measure, and control the water diverted from the Crooked River and Moonshine Creek, the Parties agree:

a. Points of Diversion

For illustrative purposes only, two maps are attached as Exhibits 2 and 3 depicting the approximate points of diversion for the above-referenced water rights on Crooked River and Moonshine Creek as agreed to by the Parties in this Agreement.

As illustrated on Exhibit 2, the Poweses will maintain a point of diversion at the head of Clifton Ditch where it departs from the Crooked River. Moonshine Ventures's recommended water right for Right No. 69-4103B shall be amended to delete one point of diversion in T18N R03W S15 NE1/4 NE1/4 within Adams County. Moonshine Ventures will construct a new single point of diversion on the Crooked River at or near the point illustrated on Exhibit 2 as "Moonshine Ventures Crooked River pod (approx.)." Moonshine Ventures will construct its point of diversion upstream from the Poweses point of diversion at the head of the Clifton Ditch, and at least 20 feet below Rubelts' farthest upstream point of diversion on the Crooked River. If, in complying with these provisions, Moonshine Ventures's point of diversion is located in T18N R03W S15 NW1/4 NE1/4 (rather than in the NE1/4 NE1/4), the Parties agree to not oppose Moonshine Ventures's efforts to amend its decreed water right accordingly.

Rubelts shall retain their four points of diversion as stated on the Director's Report for Water Right No. 69-4122 and as depicted on Exhibit 2. Poweses shall retain their two points of diversion in Section 11 as noted on the Director's Report for Water Right No. 69-4103A and as depicted on Exhibit 2. The Poweses shall also retain their single point of diversion on Moonshine Creek as noted in the Director's Report for Water Right No. 69-4104A and as depicted on Exhibit 3. Moonshine Ventures shall retain its two points of diversion on Moonshine Creek as noted on the Director's Report for Water Right No. 69-4104B and as depicted on Exhibit 3.

SCANNED

b. Water Flow Measuring Devices

Each Party shall install and maintain a water flow measuring device at or near each of their respective decreed points of diversion. These devices shall be a weir, homemade or otherwise, or any other standard type device acceptable to IDWR, that accurately measures the rate of water flow. The devices will be installed according to the design requirements for the particular device used, if any. Those design requirements and specifications will be made available promptly to any Party upon request. The measuring devices shall be installed in a position and manner that will permit inspection and verification of the flow rate by any Party and prevent incoming water from bypassing the measuring device during the water rights' period of use set forth in the partial decrees. The measuring devices are intended to measure the water flow and not to control the rate of the water flow, although a measuring device and flow control device could be constructed and operated as a single device.

c. Water Flow Control Devices

Moonshine Ventures and the Powerses will each install a separate water flow control device to divert water at their respective points of diversion on Crooked River in Section 15. The Powerses' Section 15 device will divert their water down the Clifton Ditch. Moonshine Ventures's device will divert its water into a pipe or lateral ditch that will connect to Moonshine Ventures's currently existing gated pipe and lateral at points off of and away from the Clifton Ditch. Any expense incurred by Moonshine Ventures to connect its headgate at the Crooked River point of diversion to its existing gated pipe or lateral ditch shall be borne solely by Moonshine Ventures. Within five days following the installation of its device, Moonshine Ventures shall, at its own expense, permanently discontinue use of its two existing diversions from Clifton Ditch and shall restore the Clifton Ditch bank so that water continues to flow down the ditch and not into the gated pipe or the lateral ditch.

Each Party shall control the water level, or "head," at each of their respective decreed points of diversion so as to maximize the water available to satisfy all water rights as partially decreed. Each Party shall use a water flow control device appropriate and efficient for each particular point of diversion. A device may be informal, such as rocks, brush, boards, or plastic, or formal, such as a constructed headgate. Given the potential proximity of the Powerses' and Moonshine Ventures's points of diversion at or near the head of Clifton Ditch, the Powerses and Moonshine Ventures will exchange plans for installation of each Party's device prior to installation to ensure that the devices will function in a mutually compatible manner.

The water flow rate shall be controlled so that the quantity of water diverted by any Party during a decreed period of use shall not exceed the quantity of water adjudicated by the SRBA Court and stated in their respective partial decrees, whether from a single point of diversion or from all of a Party's points of diversion combined.

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DEC 11 2007

d. Operation and Maintenance

Each Party shall ensure that the water flow measurement and control devices installed at their respective decreed points of diversion are (i) suited for the purposes for which the devices are intended and (ii) installed in compliance with installation specifications, if any. The Parties shall check their devices periodically thereafter, and particularly prior to the annual period of use, for proper operation and maintenance, and repair if necessary.

e. Costs

Each Party, at each of that Party's points of diversion, shall bear the costs of (i) installing water flow measuring and control devices, (ii) operation and maintenance, (iii) repair of any damage to the devices, and/or (iv) other costs necessary to ensure that the devices are functioning properly during the periods of use within the term of the applicable decreed water rights.

f. Timing

Water flow measurement and control devices will be installed as soon as practicable following the execution of this Agreement by all Parties, and not later than June 1, 2008. Installation shall be in compliance with all federal, state, and local laws, regulations, and ordinances.

g. Alteration or Adjustment

For the purposes of this Agreement, a water flow measuring or control device is functioning improperly if it, alone or in conjunction with a Party's other devices and points of diversion, diverts more water than is allowed under the terms of this Agreement and the partial decrees in the above-captioned subcases, or if it disrupts the flow of water so that another Party does not receive the amount of water permitted under their partial decree and the terms of this Agreement.

In the event that a Party discovers that another Party's water flow measuring or control device is functioning improperly, the discovering Party shall notify the other Party by telephone and either obtain permission to fix the malfunction or obtain assurances that the malfunction will be fixed within 24 hours. If the phoned Party does not answer or return the call, the Party discovering the malfunction may fix it and shall notify the other Party afterwards.

If a Party whose device is malfunctioning refuses to give permission to fix it or refuses to arrange to fix it within 24 hours of being notified of the malfunction, such refusal shall constitute a breach of this Agreement.

Each Party is responsible for the actions of its family members, agents, employees, or contractors regarding the terms of this Agreement. Each Party shall notify the other Parties promptly of all persons that have the Party's permission to alter or adjust the Party's water flow measuring or control devices. If any Party authorizes

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DEC 11 2007

any third person to alter or adjust the devices and fails to so notify the other Parties, those other parties may (i) assume that the person(s) altering or adjusting a device is a trespasser and (ii) notify law enforcement authorities accordingly.

h. Access

Each Party shall have reasonable access to each other Party's flow measuring and control devices solely for purposes of inspection and verification of compliance with this Agreement and the partial decrees entered in the above-captioned subcases. This access is not intended to limit any rights available to the Parties under the Idaho Code. This access is not intended to limit any Party's ability to seek enforcement of the Idaho Criminal Code, Title 18, Chapter 43 (Irrigation Works).

If a Party's point of diversion and water conduit is surrounded by the property of another Party, the Party that owns the surrounding property shall provide a right-of-way for all purposes consistent with Idaho Code § 42-1102 (2006).

i. Flow Management Agreement

To alleviate the adverse impacts on any and all of the Parties when the flow of the Crooked River is insufficient to satisfy all of the above-referenced water rights during the decreed period of use, the Parties shall coordinate and confer concerning voluntary adjustments to or reallocation of water flows irrespective of the Parties' partial decrees. The Parties shall discuss practices for equitably distributing water between the Parties, including shared reductions in the quantities of water diverted or any other reasonable alternative proposed by a Party other than rotating periods of water use which the Parties have concluded is unworkable. Each Party shall designate one representative to participate in the coordination and conferences. Any decision to adjust or reallocate water flows shall be made only by agreement of all the Parties and shall be in effect only during the single year period of use during which the agreement is reached. If the Parties' representatives cannot reach agreement, the water shall be allocated according to the partial decrees entered in the above-captioned subcases.

4. Enforcement

a. Administrative Enforcement

(i) Call for Delivery of Water

If, under paragraph 3(i) the Parties are unable to agree on voluntary reallocation of water in dry years, the water shall be distributed in accordance with Idaho law and the partial decrees entered by the Snake River Basin Adjudication ("SRBA") District Court in the above-captioned subcases. If a Party believes that another Party is violating the partial decree(s) by exceeding the quantity of water allowed by the partial decree(s) according to the established priority dates, the harmed Party may file a call for delivery of senior surface water rights with Idaho Department of Water Resources ("IDWR") or an appointed watermaster.

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DEC 11 2007

(ii) Creation of a Water District

The Parties may petition the Director of IDWR to create a water district pursuant to the Idaho Code, including appointment of a watermaster to administer water rights within the district.

b. Judicial Enforcement

Any Party who believes the terms of this Agreement or the partial decrees are being violated may, in addition to administrative enforcement, seek an order from the SRBA District Court compelling compliance and awarding damages, costs, and attorneys' fees. If the SRBA District Court does not retain jurisdiction for these purposes, a Party may seek jurisdiction in the Third Judicial District Court for Adams County for the same purposes.

5. United States Forest Service

In the event that the United States Forest Service takes some action that disrupts the flow or diversion of water pursuant to this Agreement and the partial decrees, the Parties shall cooperate in assessing the situation and determine an appropriate response either informally or as an amendment to this Agreement.

6. Other Provisions

a. Effective Date and Term; Recording

This Agreement shall become effective as of the date of recording in the Adams County real property records, and shall remain in effect until modified or terminated by all Parties in writing. Such modification or termination, if any, shall be effective as of the date of recording in the Adams County real property records. Following recordation, any Party may request IDWR to prepare and file a Standard Form 5 reflecting changes to the Director's Report's recommendations (described in Exhibit 1) brought about by this Agreement regarding Moonshine Ventures's point of diversion (paragraph 3(a), above) and the Parties' priority dates (paragraph 2, above). Once the Director's Report's recommendations have been amended by IDWR, each Party shall sign the Standard Form 5 and initial each page of the amended recommendation for filing in the above-captioned court.

b. Notices

All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt required, to the receiving Party at the following address:

SCANNED

DEC 11 2007

If to the Powerses: Harold A. and Enea H. Powers
7680 Appaloosa Lane
Emmett, ID 83617
Telephone: (208) 365-3776

and also to: William G. Myers III
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
P.O. Box 2527
Boise, ID 83701
Telephone: (208) 342-5000
Facsimile: (208) 343-8869

If to the Rubelts: Jack and Ava E. Rubelt
2280 Old Hornet Road
Council, ID 83612
Telephone: (208) 253-6963

and also to: Julie Klein Fischer
White Peterson, P.A.
5700 East Franklin Road, Suite 200
Nampa, ID 83687
Telephone: (208) 466-9272
Facsimile: (208) 466-4405

If to Moonshine Ventures: Douglas M. Scism
P.O. Box 44
Council, ID 83612
Telephone: (208) 253-6023

and also to: Michael P. Lawrence
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701
Telephone: (208) 388-1200
Facsimile: (208) 388-1300

If to the IDWR: Michael Ciscell
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720-0098
Boise, ID 83720-0098
Telephone: (208) 287-4915
Facsimile: (208) 287-6700

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DEC 11 2007

and also to:

Chris M. Bromley
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098
Telephone: (208) 287-4809
Facsimile: (208) 267-6700

or to such other address as such Party may have given to the others by notice pursuant to this paragraph. Notice shall be deemed given on the date of delivery, in the case of personal delivery, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier. This written notice provision does not amend the telephone notice provision in paragraph 3(g) above.

c. Assignment

This Agreement may not be assigned by any Party without the prior written consent of each of the other Parties. Testate or intestate succession of a Party's real property, including water rights, or the sale or other transfer of those property rights shall not be considered an assignment for purposes of this Agreement.

d. Injunctive Relief

No adequate remedy at law may exist for a breach of the terms contained in this Agreement, and any injured Party may suffer irreparable harm as a result of any such breach. Therefore, in the event of a breach or a threatened breach of the terms of this Agreement, in addition to any other rights and remedies the Parties may have, the injured Party shall be entitled to seek specific performance or injunctive relief restraining the breaching Party from doing any act in violation of, or compelling performance of, its obligations herein.

e. Attorneys' Fees

If a Party shall commence any action or proceeding in a court of law against another Party in order to enforce the provisions of this Agreement or the partial decrees or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party all reasonable costs in connection therewith, including reasonable attorneys' fees.

f. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous agreements, whether written or oral, among themselves or their agents or representatives relating to the subject hereof are superceded by this Agreement. This Agreement may be altered, amended, or

revoked only by an instrument in writing signed by the Parties. Email and all other electronic (including voice) communications from any Party in connection with this Agreement are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

g. Applicable Law

This Agreement shall be governed by and construed according to the laws of the State of Idaho.

h. Waiver

The failure of one of the Parties to insist upon the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

i. Captions

All captions contained in this Agreement are for convenience only and shall not be deemed to be part of this Agreement.

j. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

k. Parties Bound by Agreement

This Agreement is binding upon all the Parties hereto and upon their respective heirs, real property successors-in-interest, permitted assigns, employees, agents and contractors.

l. Construction

Exhibits 1, 2, and 3 attached to this Agreement constitute a part of this Agreement as incorporated herein.

m. Authorizations

The signatories represent that they have the power and authority to execute this Agreement and perform the obligations contained herein.

n. No Third Party Beneficiaries

This Agreement is intended to describe the rights and responsibilities of and among the Parties bound by this Agreement, and is not intended to, and shall not be

deemed to confer any rights upon any other persons or entities, nor to limit in any ways the powers and responsibilities of any other entity not a party hereto.

o. Advice of Counsel

Each Party has sought advice of counsel in its review and execution of this Agreement and enters into this Agreement freely, having read and understood the agreements contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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DEC 11 2007

The Parties have executed this Agreement on the dates shown below.

HAROLD A. POWERS and EVEA H. POWERS

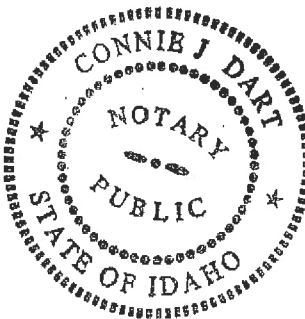
Dated: October 30, 2007

By: Harold A. Powers
Harold A. Powers on behalf of
Harold A. Powers and Evea H. Powers

State of Idaho)
County of Ada) ss.

On this 30th day of October, in the year 2007, before me, a Notary Public in and for said State, personally appeared Harold A. Powers, 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 seal, the day and year in this certificate first above written.



Connie Dart
Notary Public for: Idaho (state)
Residing at: Boise, Idaho
My Commission expires: 7/20/2010

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DEC 11 2007

JACK RUBELT and AVA E. RUBELT

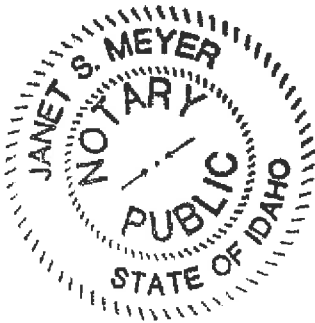
Dated: 10/18/07

By: Jack Rubelt
Jack Rubelt on behalf of
Jack Rubelt and Ava E. Rubelt

State of Idaho)
County of Adams) ss.

On this 18 day of October, in the year 2007, before me, a Notary Public in and for said State, personally appeared Jack Rubelt, 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 seal, the day and year in this certificate first above written.



Janet S. Meyer
Notary Public for: Idaho (state)
Residing at: Carroll
My Commission expires: 8/21/12

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DEC 11 2007

MOONSHINE VENTURES, LLC

Dated: 10-12-07

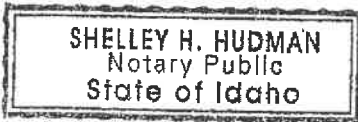
By: Douglas M. Scism
Douglas M. Scism, Manager of Wild Horse Management, LLC, the General Partner of Sunshine Ventures, L.P., the Sole Member of Moonshine Ventures, LLC, on behalf of Moonshine Ventures, LLC

State of Idaho)
County of Washington) ss.

On this 12th day of October, in the year 2007, before me, a Notary Public in and for said State, personally appeared Douglas M. Scism, known or identified to me to be Manager of Wild Horse Management, LLC, a limited liability company, the General Partner of Sunshine Ventures, L.P., a limited partnership, the sole member of Moonshine Ventures, LLC, a limited liability company, the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited partnership executed the same in said limited liability company name.

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

Shelley H. Hudman
Notary Public for: Idaho (state)
Residing at: Weiser
My Commission expires: 3-10-10



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DEC 11 2007

McHUGH BROMLEY
ATTORNEYS AT LAW, PLLC

Candice M. McHugh
cmchugh@mchughbromley.com

380 S. 4th Street, Ste. 103
Boise, Idaho 83702
(208) 287-0991

Chris M. Bromley
cbromley@mchughbromley.com

December 13, 2022

Julie Klein Fischer
Morrow & Fischer PLLC
4 Ogden Ave.
Nampa, ID 83651
jfischer@morrowfischer.com

Michael P. Lawrence
Givens Pursley LLP
PO Box 2720
Boise, ID 83701
mpl@givenspursley.com

Re: Crooked River Ranches, LLC

Dear Julie and Mike:

I am writing to let you know that my client, Crooked River Ranches, LLC (“CRR”), recently came into ownership of water right nos. 69-4103A and 69-4104A, formerly owned by Harold A. Powers and Eeva H. Powers (“Powers”). CRR is therefore a successor-in-interest to the Powers, who were signatories to the October 30, 2007 *Settlement Agreement*, recorded in Adams County as Instrument No. 115466. In order to update the Notice paragraph on pages 7 and 8 of the *Settlement Agreement*, please direct any and all correspondence to the following addresses:

If to CRR: Katie Shrum
Crooked River Ranches, LLC
1820 Jones Road
Weiser, ID 83672

and also to: Chris M. Bromley
McHugh Bromley, PLLC
380 S. 4th St., Ste. 103
Boise, ID 83702

Also, so you know, while CRR is located downstream of your clients, CRR has been working on its diversion and, consistent with the *Settlement Agreement* and as the senior user on the system, intends to divert all of the water that is available to it under its water rights this coming irrigation season.

Sincerely,



CHRIS M. BROMLEY

M^CHUGH BROMLEY

ATTORNEYS AT LAW, PLLC

Candice M. McHugh
cmchugh@mchughbromley.com

380 S. 4th Street, Ste. 103
Boise, Idaho 83702
(208) 287-0991

Chris M. Bromley
cbromley@mchughbromley.com

August 2, 2023

Julie Klein Fischer
Morrow & Fischer PLLC
4 Ogden Ave.
Nampa, ID 83651
jfischer@morrowfischer.com

Michael P. Lawrence
Givens Pursley LLP
PO Box 2720
Boise, ID 83701
mpl@givenspursley.com

Moonshine Ventures
Douglas M. Scism
PO Box 44
Council, ID 83612

Re: Crooked River Settlement Agreement

Dear Ms. Fischer, Mr. Lawrence, and Mr. Scism:

Last year, I wrote each of you to let you know that my client, Crooked River Ranches, LLC (“CRR”), is the owner of water right nos. 69-4103A and 69-4104A, formerly owned by Harold A. Powers and Evea H. Powers (“Powers”). CRR is therefore a successor-in-interest to the Powers, who were signatories to the October 30, 2007 *Settlement Agreement*, recorded in Adams County as Instrument No. 115466 (“Agreement”). In the letter I sent, I updated the contact information associated with the Agreement and notified the parties that CRR intends to divert all of the water that is available to it under its water rights.

As you are aware, CRR’s diversion is located downstream from the other parties and, as summarized on page 3 of the Agreement and reproduced in the table below, CRR is the senior right holder:

Water Right No.	Party	Priority Date	Quantity
69-4103A	CRR	April 1, 1888	3.38 cfs
69-4104A	CRR	April 1, 1888	0.34 cfs
69-4122	Rubelts	May 6, 1901	2.81 cfs
69-4103B	Moonshine Ventures	April 1, 1955	1.94 cfs
69-4104B	Moonshine Ventures	April 1, 1955	1.34 cfs

In 2022, when CRR was short of water, and consistent with the Agreement, CRR verbally asked the parties to voluntarily adjust their diversions in order to send water down to CRR. In speaking with

my client, no adjustments were made. This year, CRR is now short of water and has again asked the parties to voluntarily adjust their diversions. In speaking with my client, no adjustments have been made this year either.

By way of this letter, CRR is asking the parties to comply with the Agreement and make voluntary adjustments to their diversions in order to send water to CRR, the senior right holder. If voluntary adjustments are not made, please be aware that CRR will take steps to enforce its rights pursuant to Paragraph 4, page 6.

Sincerely,

A handwritten signature in black ink, appearing to read "C. M. Bromley", written over a horizontal line.

CHRIS M. BROMLEY