

When Recorded Mail To:

CITY OF MERIDIAN
33 E. Broadway Avenue
Meridian ID 83642
Attn: City Clerk

(Above Space for Recorder's Use Only)

WELL OPERATIONS AND COST-SHARING AGREEMENT

This WELL OPERATIONS AND COST SHARING AGREEMENT ("Agreement") is made effective this ____ day of _____, 2026, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), Owyhee Holdings, LLC, an Idaho limited liability company ("Owyhee Holdings"), and Endurance Holdings, LLC, an Idaho limited liability company ("Endurance"). The parties to this Agreement may be individually referred to each as a "Party" and collectively referred to as "Parties."

WHEREAS, Owyhee Holdings owns the "Owyhee Property," legally described as on **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, Endurance owns the "Endurance Property," legally described as on **Exhibit B** attached hereto and incorporated herein by this reference;

WHEREAS, The City of Meridian owns the "City Property," legally described as on **Exhibit C** attached hereto and incorporated herein by this reference;

WHEREAS; a certain well (the "Well") and water pump (the "Pump"), as depicted on **Exhibit D** attached hereto, serve as the point of diversion for Water Rights 63-10594 and 63-34797, as described in **Exhibit E** ("Water Rights"), which provide irrigation water for the Owyhee Property, Endurance Property and City Property for the period between March 15 and November 15 of each calendar year;

WHEREAS, because the Well and Pump are necessary to divert each Party's share of water to which each is entitled under the Water Rights, all Parties are entitled to use the Well; therefore, each Party is entitled to divert an amount of water from the Well in the amount proportionate to each Party's respective acreage, and each Party is responsible for the Well's annual costs and any urgent and necessary repair costs of the Well;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Availability of water.** The Parties acknowledge that availability of water for the purposes set forth in this Agreement is dependent on the amount of water available under the Water Rights and laws, regulations, and orders related to the Water Rights.

2. **Access.** The Parties acknowledge and agree that the Well and Pump are situated on real property which will be owned by the United States Bureau of Reclamation. Each Party acknowledges that its rights to access the Well and Pump are provided under Idaho Code § 42-1102. This Agreement does not form or create any type of express or implied easement.

3. **Pro-Rata Share; Annual costs.**

a. **Annual Costs.** Owyhee shall be responsible for managing the well and pump and paying all costs to maintain the well and pump, including (i) electricity to run the well; (ii) the cost of routine maintenance and repair necessary to keep the Pump and Well in good working order (the “Annual Costs”).

b. **Pro-Rata Share.** Each Party’s pro-rata share of the Annual Costs shall be determined by dividing the irrigated acreage owned by such Party by the total irrigable acreage owned collectively by all Parties subject to this Agreement. As of the Effective Date of this Agreement, the Parties’ respective Pro-Rata Shares are as follows:

Party	Acres	Pro-Rata Share
Owyhee	49	40%
Endurance	33	27%
City	40	33%
TOTAL	122	100%

4. **Method of payment; annual costs.** By November 1 of each year, Owyhee Holdings shall submit to City and Endurance a detailed invoice for City’s and Endurance’s respective Pro-Rata Shares of the Annual Costs. City and Endurance shall each pay Owyhee Holdings within thirty (30) days of receipt of Owyhee Holdings’ detailed invoice. Payment of all taxes and other assessments on such sums paid by City and Endurance shall be the sole responsibility of Owyhee Holdings.

5. **Urgent and necessary repairs.** Each Party shall be responsible for their Pro-Rata share of costs related to urgent and necessary repair of the Pump and Well by a qualified professional.

6. **Method of payment for urgent repair costs.** Owyhee Holdings shall notify City and Endurance as soon as practicable following a determination by a qualified professional that the Well or Pump requires urgent and necessary repair over and above annual maintenance and repair. Owyhee Holdings shall engage a qualified and necessary contractor and pay such contractor in full for all costs related to urgent and necessary repair costs of Well. Within thirty (30) days of Owyhee Holdings’ payment for urgent and necessary repair of the Pump and Well, Owyhee Holdings shall request reimbursement from City for such expenses by providing to City and Endurance with a detailed, itemized invoice describing the urgent and necessary repairs made to the Pump and/or Well, including the date on which and qualified professional by whom such services were provided. Such invoice shall calculate City’s and Endurance’s Pro-Rata Share of the costs of urgent and necessary repair of the Well. City and Endurance shall pay Owyhee Holdings within thirty (30) days of receipt of a detailed, itemized invoice for urgent and necessary repairs by a qualified professional. Payment of all

taxes and other assessments on such sums paid by City and Endurance shall be the sole responsibility of Owyhee Holdings.

7. **Term and termination.** This Agreement shall continue in perpetuity and shall remain in effect unless and until terminated or modified pursuant to the provisions of this Agreement.
8. **Accounting required.** Owyhee Holdings shall, with reasonable notice, allow City and Endurance to inspect or have a copy of Owyhee Holdings' records regarding all costs related to operating the Pump and the Well and all personnel providing such services. Such records, subject to available data, shall adequately show the amount and cost of water from the Pump that is used for all applications, the amount and cost of water from the pump used by each Party, the amount and cost of all electricity necessary to run the Pump, and the nature and cost of all maintenance and repairs.
9. **Non-Appropriation.** Owyhee and Endurance acknowledge that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of City's statutory mandate. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement to provide payment to Owyhee Holdings as described herein shall be subject to and dependent upon appropriations being made by City Council for such purpose.
10. **Termination.**
 - a. **Termination for convenience or cause.** Any party may terminate this Agreement for convenience or for cause.
 - b. **Termination due to alternate water source.** If any Party obtains a separate water right or water source to serve that Party's property, such Party may immediately terminate this Agreement upon written notice to the other Parties.
11. **Liability.** The Parties are responsible only for the acts, omissions, or negligence of each Party's own employees, officials, representatives, or agents (collectively, "agents"). The Parties assume no liability for the acts, omissions, or negligence of the other or such other party's agents. Nothing in this Agreement shall extend the liability or tort responsibility of City beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, et seq., and Article 8, Sections 1 and 4 of the Idaho Constitution. Each party is responsible for damage to the property of the other party caused by its employees and agents in the exercise of rights and/or fulfillment of responsibilities set forth in this Agreement.
12. **Insurance.** Each party shall obtain all necessary insurance as may be required in order to protect its respective insurable interests as may be related to its rights and obligations described within this Agreement.
13. **Force Majeure.** No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

- 14. Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
- 15. Assignment.** No party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.
- 16. Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create any third-party beneficiary rights in any person or entity not a party hereto.
- 17. Time of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- 18. Non-waiver.** No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any Party operates as, or is to be construed as, a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate as, or shall be construed as, a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 19. Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been provided as of the date such writing is mailed, via U.S. Mail, prepaid and addressed as follows:
- a.** If to Owyhee Holdings:
Owyhee Holdings, LLC
839 S. Bridgeway Pl
Eagle ID 83616
 - b.** If to City:
City of Meridian
Attn: Meridian City Clerk
33 E. Broadway Avenue
Meridian ID 83642
 - c.** If to Endurance
Endurance Holdings, LLC
1977 E Overland Rd
Meridian ID, 83642
- 20. Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by any

party, or agents of any party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

21. State of Idaho requirements. The following provisions, as applicable, are required by Idaho law for contracts with City. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions. In the incursion of costs reimbursable by City under this Agreement, Owyhee Holdings shall not enter into any written or verbal transaction with or assign its rights or obligations under this Agreement to any person who operates in violation of these statutes.

- a. Pursuant to Idaho Code § 67-2346, Owyhee Holdings certifies that Owyhee Holdings is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
- b. Pursuant to Idaho Code § 18-8703, as applicable, Owyhee Holdings certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
- c. Pursuant to Idaho Code § 67-2359, Owyhee Holdings certifies that Owyhee Holdings is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
- d. Pursuant to Idaho Code § 67-2347A, Owyhee Holdings certifies that Owyhee Holdings is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.
- e. Pursuant to Idaho Code § 67-2347A, Owyhee Holdings certifies that Owyhee Holdings is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the manufacture, distribution, sale, or use of any firearm.

22. Agreement governed by Idaho law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

23. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

24. Amendments. The Parties may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, is executed in writing, is approved by each party's respective governing body, and is signed by a duly authorized representative of each party.

25. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

26. Recordation. City shall record this License Agreement against the Owyhee Holdings Property and the City Property, at City's cost.

27. **Warranty of authority.** Each person executing and signatory to this Agreement represents and warrants that all corporate action necessary for the authorization, acceptance and delivery of this Agreement by such party and the performance of its obligations hereunder has been taken; that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at the time of execution, duly authorized by the respective Party's governing body to bind such Party to this Agreement in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

OWYHEE HOLDINGS:

Owyhee Holdings, LLC

By: Idaho Holdings, LLC

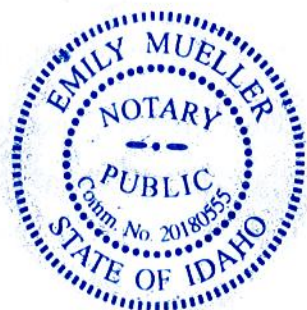
Its: Manager

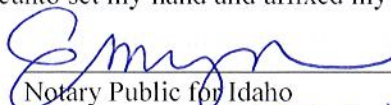

By: Mark Bottles
Its: Manager

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 1 day of April, 2026, before the undersigned, a Notary Public in and for said State, personally appeared Mark Bottles, known or identified to me to be the person who executed the instrument on behalf of Idaho Holdings, LLC, such company being the Manager of Owyhee Holdings, LLC, and acknowledged to me that such person 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 Eagle Idaho
My commission expires 3-28-2030

CITY:
City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

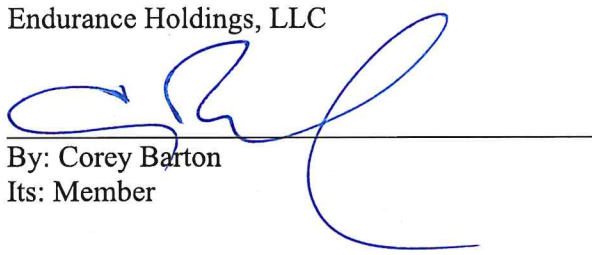
Notary Public for Idaho

Residing at _____

My commission expires _____

ENDURANCE:

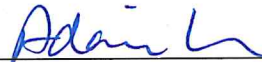
Endurance Holdings, LLC


By: Corey Barton
Its: Member

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 2nd day of April, 2026, before the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the person who executed the instrument on behalf of Endurance Holdings, LLC.

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 Nampa, ID
My commission expires 6-05-2028

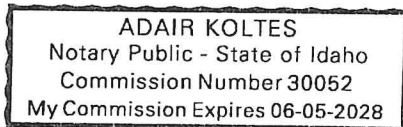


EXHIBIT A

OWYHEE PROPERTY

A parcel of land situated in a portion of Government Lots 1 and 2, and a portion of the East 1/2 of the Northwest 1/4 all in Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the northwest corner of said Section 31, which bears N00°41'26"E a distance of 2,648.22 feet from an aluminum cap marking the west 1/4 corner of said Section 31, thence following the westerly line of said Government Lot 1, S00°41'26"W a distance of 114.94 feet to a point on the southerly right-of-way line of the Five Mile Drain and being the **POINT OF BEGINNING**.

Thence leaving said westerly line and following said southerly right-of-way line the following five (5) courses:

1. S81°40'25"E a distance of 105.22 feet to a 5/8-inch rebar;
2. S81°01'15"E a distance of 66.90 feet to a 5/8-inch rebar;
3. S65°03'47"E a distance of 1,107.27 feet to a 5/8-inch rebar;
4. 173.51 feet along the arc of a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 20°42'42", a chord bearing of S75°25'08"E and a chord distance of 172.57 feet to a 5/8-inch rebar;
5. S85°46'29"E a distance of 542.57 feet to a 5/8-inch rebar;

Thence leaving said southerly right-of-way line, S00°10'59"W a distance of 619.79 feet to a 5/8-inch rebar;

Thence 359.29 feet along the arc of a curve to the left, said curve having a radius of 600.00 feet, a delta angle of 34°18'25", a chord bearing of S16°58'13"E and a chord distance of 353.92 feet to a 5/8-inch rebar;

Thence N85°05'08"W a distance of 2,007.46 feet to a point on the westerly line of said Government Lot 2;

Thence following said westerly line, N00°41'26"E a distance of 153.19 feet to the northwest corner of said Government Lot 2 (southwest corner of said Government Lot 1);

Thence leaving said westerly line of Government Lot 2 and following the westerly line of Government Lot 1, N00°41'26"E a distance of 1,209.17 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 47.979 acres, more or less.

EXHIBIT B

ENDURANCE PROPERTY

A parcel of land situated in a portion of the Northeast 1/4 of the Northwest 1/4 and a portion of the West 1/2 of the Northeast 1/4 all in Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the north 1/4 corner of said Section 31, which bears N89°12'34""W a distance of 2,649.01 feet from an aluminum cap marking the northeast corner of said Section 31, thence following the northerly line of the Northwest 1/4 of the Northeast 1/4 of said Section 31, S89°12'34"E a distance of 1,021.15 feet to the westerly right-of-way line of the Phyllis Canal; Thence leaving said northerly line and following said westerly right-of-way line the following two (2) courses:

1. S00°05'21"W a distance of 1416.87 feet;
2. S00°36'52"W a distance of 23.72 feet to a point on the northerly right-of-way line of the Five Mile Drain;

Thence leaving said westerly right-of-way line and following said northerly right-of-way line the following five (5) courses:

1. 51.45 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a delta angle of 29°28'52", a chord bearing of N75°21'57"W and a chord distance of 50.89 feet;
2. N60°37'31"W a distance of 74.59 feet;
3. N46°59'14"W a distance of 1,145.24 feet;
4. 135.39 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet, a delta angle of 38°47'14", a chord bearing of N66°22'51"W and a chord distance of 132.82 feet;
5. N85°46'29"W a distance of 648.59 feet;

Thence leaving said northerly right-of-way line, N00°10'59"E a distance of 532.62 feet to the northerly line of the Northeast 1/4 of the Northwest 1/4 of said Section 31;

Thence following said northerly line, S89°12'39"E a distance of 699.93 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 32.982 acres, more or less.

EXHIBIT C

CITY PROPERTY

A parcel of land situated in a portion of the East 1/2 of the Northwest 1/4 and a portion of the West 1/2 of the Northeast 1/4 all in Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the northwest corner of said Section 31, which bears N00°41'26"E a distance of 2,648.22 feet from an aluminum cap marking the west 1/4 corner of said Section 31, thence following the westerly line of said Government Lot 1, S00°41'26"W a distance of 114.94 feet to a point on the southerly right-of-way line of the Five Mile Drain; Thence leaving said westerly line and following said southerly right-of-way line the following five (5) courses:

1. S81°40'25"E a distance of 105.22 feet to a 5/8-inch rebar;
2. S81°01'15"E a distance of 66.90 feet to a 5/8-inch rebar;
3. S65°03'47"E a distance of 1,107.27 feet to a 5/8-inch rebar;
4. 173.51 feet along the arc of a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 20°42'42", a chord bearing of S75°25'08"E and a chord distance of 172.57 feet to a 5/8-inch rebar;
5. S85°46'29"E a distance of 542.57 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence following said southerly right-of-way line the following four (4) courses:

1. S85°46'29"E a distance of 605.81 feet to a 5/8-inch rebar;
2. 47.39 feet along the arc of a curve to the right, said curve having a radius of 70.00 feet, a delta angle of 38°47'14", a chord bearing of S66°22'51"E and a chord distance of 46.49 feet to a 5/8-inch rebar;
3. S46°59'14"E a distance of 1,160.79 feet;
4. S60°37'31"E a distance of 61.74 feet to the westerly line of the "Intermountain Gas Parcel" as shown on Record of Survey No. 8172 (Instrument No. 107169827, records of Ada County, Idaho);

Thence leaving said southerly right-of-way line and following the westerly lines of the "Intermountain Gas Parcel" and the "Williams Parcel" as shown on said Record of Survey, S00°05'41"W a distance of 337.59 feet to a 1/2-inch rebar;

Thence leaving said westerly lines and following the southwesterly line of said "Williams Parcel", S37°40'24"E a distance of 102.36 feet to a 5/8-inch rebar on the northerly right-of-way line of Phyllis Canal (said right-of-way line is 50-ft north of the Phyllis Canal centerline);

Thence leaving said southwesterly line and following said northerly right-of-way line the following three (3) courses:

1. 559.78 feet along the arc of a curve to the right, said curve having a radius of 655.59 feet, a delta angle of 48°55'21", a chord bearing of S51°52'35"W and a chord distance of 542.93 feet to a 5/8-inch rebar;
2. S77°46'13"W a distance of 71.28 feet to a 5/8-inch rebar;
3. S82°33'29"W a distance of 272.83 feet to a 5/8-inch rebar;

Thence leaving said northerly right-of-way line, 124.23 feet along the arc of a curve to the left, said curve having a radius of 566.50 feet, a delta angle of 12°33'53", a chord bearing of N42°52'45"W and a chord distance of 123.98 feet to a 5/8-inch rebar;

Thence N49°09'42"W a distance of 761.22 feet to a 5/8-inch rebar;

Thence 192.98 feet along the arc of a curve to the right, said curve having a radius of 633.50 feet, a delta angle of 17°27'15", a chord bearing of N40°26'04"W and a chord distance of 192.24 feet to a 5/8-inch rebar;

Thence S85°05'08"E a distance of 42.40 feet to a 5/8-inch rebar;

Thence 359.26 feet along the arc of a curve to the right, said curve having a radius of 600.00 feet, a delta angle of 34°18'25", a chord bearing of N16°58'13"W and a chord distance of 353.92 feet to a 5/8-inch rebar;

Thence N00°10'59"E a distance of 619.79 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 40.820 acres, more or less.

Exhibit D

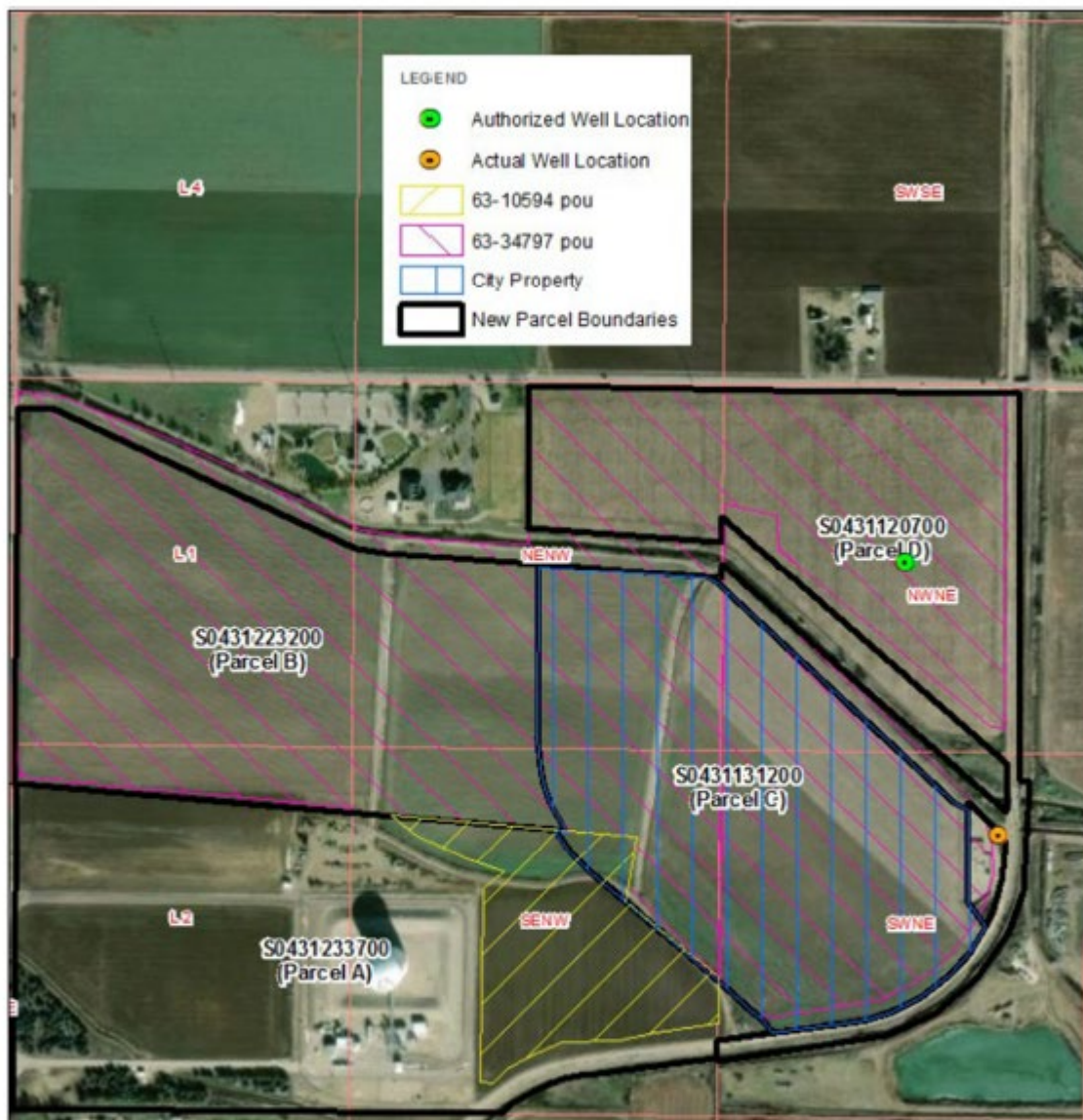


Exhibit E

1/2

Water Right Report : 63-10594(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	OWYHEE HOLDINGS LLC	839 S BRIDGEWAY PL	EAGLE	ID	83616-6087
Original Owner	CANADA FARMS	C/O LEWIS MCKELLIP RT 2 BOX 2117	NAMPA	ID	83651
Previous Owner	MCKELLIP, ANNE	18120 DEAN LN	NAMPA	ID	83687
Previous Owner	MCKELLIP, LEWIS	18120 DEAN LN	NAMPA	ID	83687
Previous Owner	MCKELLIP FARMS INC	C/O LEWIS MCKELLIP 18120 DEAN LN	NAMPA	ID	83687

Water Right Status

Priority Date : 3/5/1988
Basis : Decreed
Status : Active

Water Source

Source Source Qualifier Tributary Tributary Qualifier
GROUND WATER

Points Of Diversion (Location)

Source	Township	Range	Section	Govt Lot	QQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	01W	31	0				NW NE ADA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.26 CPS	58.50 AFA
TOTAL			0.26 CPS	58.50 AFA

Places of Use

[Printable View](#) [Paginated View](#)

Place of Use Legal Description : IRRIGATION (ADA county)

Township	Range	Section	Lot	QQ	QQ	Q	Acres
04N	01W	31		SE	NW		13.0

Irrigation Totals

Total Acres : 129.50
Acres Limit : 129.50

Conditions

Code Conditions

S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

W40 Use of this right is combined with water from Pioneer Irrigation District.

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 42-14-12(i), Idaho Code.

Dates

Licensed Date :
Decreed Date : 2/16/2007
Permit Proof Due Date : 6/1/1990

Other Information

State or Federal : S
Water District Number : TBD
Generic Max Rate Per Acre : 0.02

1/2

Permit Proof Made Date : 5/24/1990
Permit Approved Date : 5/18/1988
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date : 3/9/1988
Protest Deadline Date :

Generic Max Volume Per Acre : 4.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan : False

IDAHO DEPARTMENT OF WATER RESOURCES

11/18/2025

Water Right Report : 63-34797(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	OWYHEE HOLDINGS LLC	839 S BRIDGEWAY PL	EAGLE	ID	83616-6097
Original Owner	CAN ADA FARMS	C/O LEWIS MC KELLIP RT 2 BOX 2117	NAMPA	ID	83651
Previous Owner	MC KELLIP, ANNE	18120 DEAN LN	NAMPA	ID	83687
Previous Owner	MC KELLIP, LEWIS	18120 DEAN LN	NAMPA	ID	83687
Previous Owner	MC KELLIP FARMS INC	C/O LEWIS MC KELLIP 18120 DEAN LN	NAMPA	ID	83687

Water Right Status

Priority Date : 3/9/1988
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	01W	31	0				NW NE ADA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	2.33 CPS	524.00 AFA
TOTAL			2.33 CPS	524.00 AFA

Places of Use

[Printable View](#)[Paged View](#)

Place of Use Legal Description : IRRIGATION (ADA county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
04N	01W	31				NW NE	21.5
04N	01W	31				SW NE	19.0
04N	01W	31				NE NW	30.0
04N	01W	31	1			NW NW	30.0
04N	01W	31	2			SW NW	5.0
04N	01W	31				SE NW	11.0

Irrigation Totals

Total Acres Acre Limit
116.50

Conditions

Code Conditions

- S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
- 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(5), Idaho Code.
- W40 Use of this right is combined with water from Pioneer Irrigation District.

Dates	Other Information
Licensed Date :	State or Federal : S
Decreed Date :	Water District Number : EXC
Permit Proof Due Date :	Generic Max Rate Per Acre : 0
Permit Proof Made Date :	Generic Max Volume Per Acre : 0
Permit Approved Date :	Civil Case Number :
Permit Moratorium Expiration Date :	Decree Plaintiff :
Enlargement Use Priority Date :	Decree Defendant :
Enlargement Statute Priority Date :	Swan Falls Trust or Nontrust :
Application Received Date:	Swan Falls Dismissed :
Protest Deadline Date:	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/18/2021