104679

D E E D

THIS DEED is made on this 25th day of April, 1980, by BEAR LAKE GRAZING COMPANY, a limited partnership, with its principal office in Montpelier, Bear Lake County, Idaho, herein referred to as "Grantor," and ALUMET, a partnership and joint venture also known as Alumet company, duly authorized to transact business in the State of Idaho, with its principal place of business located at 481 East Hooper, Soda Springs, Caribou County, Idaho, herein referred as "Grantee."

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is acknowledged, hereby conveys and grants to Grantee the following described real property situate in Caribou County, Idaho:

The S 1/2 of Sec. 24, W 1/2, SE 1/4 of Sec. 25, NE 1/4, E 1/2 of SE 1/4 of Sec. 26, T7S R44E, B.M., containing 1,040 acres, more or less.

Together with a 100 foot wide strip of land through Secs. 23, 22, 15 and 10, T7S, R44E, B.M., the center line of which is more particularly described as follows:

Commencing at a point approximately 150 feet in an Easterly direction from the South 1/4 corner of Sec. 23, T7S, R44E, B.M., along the South boundary of said section to the point of beginning;

Thence, N. 43°30' W., approximately 2,960 feet to the point of curvature of a curve to the left having a central angle of 12°15' and a radius of approximately 4,610 feet; thence Northwesterly approximately 985 feet along the arc of the curve;

Thence, N. 55°45' W., approximately 1,720 feet to the point of curvature of a curve to the right having a central angle of 22°15' and a radius of approximately 2,440 feet; thence Northwesterly approximately 950 feet along the arc of the curve;

Thence N. 33°30' W., closely paralleling the county road for approximately 4,700 feet to the point of curvature of a curve to the right having a central angle of 33°00' and a radius of approximately 1,540 feet; thence Northerly approximately 890 feet along the arc of the curve;

Thence N. 0°30' W. approximately 6,030 feet to the point of curvature of a curve to the left having a central angle of 57°30' and a radius of approximately 380 feet; thence Northwesterly approximately 380 feet along the arc of the curve;

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Thence, N. 58°00' W., approximately 160 feet to the Southeast corner of Sec. 4, T7S, R44E., B.M. said point being the point of ending.

Containing 43 acres more or less.

Bearings are based on true North from the U.S.G.C. quadrangle sheet for Upper Valley, Idaho.

Grantor, however, expressly excepts and reserves to itself all surface water and water rights now owned by Grantor and appurtenant to the land conveyed. Grantor also excepts and reserves all oil and gas rights, including the right to explore for and produce the same. As to approximately 40 acres of said above described land, which said 40 acres is included within the terms of a lease to one John Archer, dated May 11, 1964, the conveyance is made subject to the terms of the Archer lease, and this deed does not relieve the Grantee from paying to the Grantor the royalty reserved in the Archer lease. Said conveyance is also made subject to the outstanding oil and gas lease to Phillips Petroleum Company, Arjay Oil Company and Ed Pendleton, which was ratified by Grantor in an agreement dated June 10, 1977.

Grantor also conveys and grants to Grantee, without payment of any further compensation, the right, privilege and easement to construct, maintain and replace power, water, gas and other utility lines across Grantor's remaining contiguous property, as needed for the construction and operation of the phosphate plant and/or other facilities located on said 1,040 site as permitted herein. Such utility lines shall be located and maintained in a manner such that the operation and repair thereof will not unreasonably damage, impair nor interfere with reasonable use and enjoyment, including cultivation or pasturage, of the property through which this easement is granted.

It is agreed and covenanted that for the period of 25 years the 1,040 acre tract of land conveyed hereby shall not be used by Grantee, nor its successors or assigns, for any purpose except for the construction and operation of a phosphate plant and uses associated and appurtenant thereto and/or facilities to handle convey and stock pile or process ore, specifically including tailings ponds and

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dumps, an airplane landing strip, a machine shop, a weather station, and miscellaneous outbuildings incident thereto. Said plant and appurtenant facilities shall be utilized exclusively for said 25 year period for the purposes above described. The pit for the extraction of said ore will be opened in the northerly end of the mine area in the South Half of Sec. 24, T7S, R44E, B.M., and the said ore body will be mined from the north to the south, in accordance with a document entitled "Diamond Creek Mine and Reclamation Plan, Alumet," as filed with the U.S. Geologic Survey on March 28, 1980.

This covenant requiring the ore to be extracted from said ore body, beginning on the north end thereof, and mining toward the south, is made to assure that ores owned by Grantor in adjacent property will be mined and processed through the proposed plant in accordance with said plan as long as said procedure continues to be approved by the relevant State and Federal authorities.

The 100 foot wide strip of land, containing approximately 43 acres, is for a 25-year period to be used by Grantee, and its successors and assigns, for the construction and operation of a railroad, highway, slurry line, and other utilities needed in connection with the phosphate plant operation and/or other facilities located thereon as permitted hereby, and for said 25-year period, the same shall not be used for any other purpose. These restrictions on the use of the land shall end after 25 years from the date hereof.

Until the transferred land is used for a phosphate mining and processing operation and/or for a road and railroad by Grantee, or its successors and assigns, Grantor and its members shall be permitted and hereby reserve the right to graze their livestock on the land without charge. When either Grantor or Grantee, or their respective successors or assigns, believes it is no longer advantageous to have livestock run on the property, because of dangers inherent in the construction or operation of the mine and plant, and construction and use of the road and railroad, Grantee, or its successors or assigns, will build a livestock fence to prevent livestock from encroaching on the railroad and highway, and to separate the

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plant or mine site from Grantor's remaining property. If the road and railroad are constructed so as to isolate any tract of Grantor's land from the remaining lands, reasonable access shall be provided for the said severed tract to the remaining land through livestock type underpasses. Both the fencing and the underpass construction and maintenance shall be at the sole expense of the Grantee.

The restrictive covenants reserved herein shall attach to and run with the land for the benefit of Grantor, its successors and assigns. Grantor, for itself and its successors and assigns, shall reserve and have the right to enforce these covenants through any proceedings, at law or in equity, against the person or persons violating or threatening to violate such covenants.

The Grantor warrants that Grantor is the owner of the surface estate in lands conveyed hereby, that the land conveyed is free from mortgage liens or other like encumbrances, that the taxes have been paid current through 1979, and Grantor will pay its pro rata shares of the 1980 taxes, and that it is authorized to make this conveyance. The conveyance is made subject to patent reservations, mineral reservations and easements of record, and is also specifically subject to a dispute concerning a small parcel of land along a fence line on the east side of the property. As to the disputed lands outside the fence line, Grantor makes no warranty of ownership, but conveys and quit claims all of its right, title, estate and interest therein.

Grantor shall have no obligation for property taxes on the land conveyed beyond its pro rata obligation for 1980.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands the day and year first above written.

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STATE OF IDAHO } ss
County of Caribou }

104679

I Hereby certify that this instrument was filed at the request of Kathi Caldwell at 4:15 o'clock P M this 25 day of April, 1981 in my office and duly recorded in Microfilm Records
Elaine S. Johnson
$10.00 Linda Petersen
Ex-Officio Recorder Deputy

BEAR LAKE GRAZING COMPANY

By E. C. Gunn
Its General Partner
GRANTOR

ALUMET

By Frank Hamill
Its General Manager
GRANTEE

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lee C Ream, being first duly sworn on oath, deposes and states that he has read the foregoing Deed, knows the contents thereof, and that he has signed said Deed on behalf of Grantor, Bear Lake Grazing Company.

Lee C Ream
General Partner
BEAR LAKE GRAZING COMPANY

Subscribed and sworn to before me this 25 day of April, 1980.

Edward W Clyde
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
Aug 6, 1981

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

FRANK Hamill, being first duly sworn on oath, deposes and states that he has read the foregoing Deed, knows the contents thereof, and that he has signed said Deed on behalf of Grantee, Alumet.

Frank Hamill
GENERAL MANAGER
ALUMET

Subscribed and sworn to before me this 25 day of April, 1980.

Edward W Clyde
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
Aug 6, 1981

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CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

OF

BEAR LAKE GRAZING COMPANY

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Law as set forth in §53-201 of the Idaho Code, do hereby certify and agree as follows:

ARTICLE I

Term of Partnership, Name, Purposes and Place of Business

1. The Limited Partnership shall commence as of the date of execution hereof and shall continue for an indefinite period or until terminated as herein provided.

2. The name of the Partnership is:

"BEAR LAKE GRAZING COMPANY"

3. The purpose of the partnership shall be as follows:

(a) To engage generally in the livestock grazing business in the State of Idaho.

(b) To engage in any activity in connection with grazing of livestock.

(c) To purchase, lease or otherwise acquire and dispose of real and personal property as the business of the partnership may require.

(d) To enter into agreement for the development of any and all minerals which may be owned by the partnership, to collect royalties and disburse the same to the partners.

(e) To do any and all things necessary or incidental to the successful conduct of the business and purposes aforesaid.

(f) The foregoing shall be construed both as objects and powers, and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on the partnership by the laws of the State of Idaho, all of which are expressly claimed.

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4. The location of the principal place of business shall be at Montpelier, Bear Lake County, State of Idaho. The partnership may also have other places of business as from time to time shall be determined by the general partners.

5. The General Partners shall cause an executed and acknowledged copy of this document to be filed in the office of the County Recorder in which the property of the Partnership is located and in the county in which the principal place of business of the Limited Partnership is located.

6. The General Partners shall execute and cause to be published and filed a certificate of doing business as "BEAR LAKE GRAZING COMPANY" for the Partnership in the county where the principal place of business of the Limited Partnership is located.

ARTICLE II

Capital Contributions and Accounts

1. The names and addresses of the General Partners are as follows:

Golden Keetch, Wardboro, Idaho

Paul D. Keetch, Wardboro, Idaho

Lenny K Weston
~~Cecil Quayle, Dingle, Idaho.~~

Lee C. Ream, Dingle, Idaho

Dan C Keetch
~~Walter A. Hunzeker, Montpelier, Idaho~~

John R Bwnderson
~~John R. Ream, Jr., Salt Lake City, Utah~~

Dennis Hunzeker

2. The names, addresses and contributions of the Limited Partners are as follows:

	Name		Contribution
(1)	Golden Keetch Wardboro, Idaho	individual interest in real property	.0356250
(2)	Gordon C. and Bettie Keetch 910 W. Main Salina, Utah	"	.0187500
(3)	Lynn C. and Rowleen J. Keetch Wardboro, Idaho	"	.0187500
(4)	Blair C. and Alicia Anne Keetch Malta, Idaho	"	.0187500
(5)	Dan C. and Debra K. Keetch Wardboro, Idaho	"	.0187500

(6)	Janet Lee Keetch Wardboro, Idaho	"	.0143750
(7)	Elaine B. Keetch Montpelier, Idaho	"	.0837500
(8)	Thomas Q. Keetch and Lora H. Keetch	"	.0012500
(9)	Darrell Keetch and Fern Keetch Montpelier, Idaho	"	.1375000
(10)	Earl C. Mapes and Val C. Stauffer (trustees) Pocatello, Idaho	"	.0787500
(11)	Paul D. Keetch and Glenda L. Keetch Wardboro, Idaho	"	.0262500
(12)	Earl Cleave Mapes (trustee) Pocatello, Idaho	"	.0231250
(13)	Glenda Keetch (trustee) Wardboro, Idaho	"	.0231250
(14)	Fred W. Hunzeker Montpelier, Idaho	"	.0028125
(15)	Fred W. Hunzeker & Sons Montpelier, Idaho	"	.0596875
(16)	Lee C. Ream Dingle, Idaho	"	.0193750
(17)	Florence Ream, Trustee Dingle, Idaho	"	.0375000
(18)	Denise Ream Whaley 5839 Penn Littleton, Colorado	"	.0287500
(19)	W. Dale Ream 1931 E. Millbrook Dr. Salt Lake City, Utah	"	.0287500
(20)	John Ream 2852 Kentucky Avenue Salt Lake City, Utah	"	.0287500
(21)	Joan Ream Bunderson 1725 Jefferson Avenue Montpelier, Idaho	"	.0287500
(22)	Elisabeth Ream Dingle, Idaho	"	.0287500
(23)	Norma Ream Dingle, Idaho	"	.0075000
(24)	Cecil Quayle or Aglae Quayle Dingle, Idaho	"	.1250000
(25)	Sonja Q. Rouse Dingle, Idaho	"	.0275000
(26)	Mary Jane Rich Paris, Idaho	"	.0156250

(27)	Walter A. Hunzeker and Mildred Hunzeker Montpelier, Idaho	"	.0028125
(28)	Walter A. Hunzeker & Sons Montpelier, Idaho	mineral rights not included	.0596875
(29)	Walter A. Hunzeker Montpelier, Idaho	individual interest in mineral rights only	.0071875
(30)	Devon W. Hunzeker Montpelier, Idaho	"	.0075000
(31)	Bonnie H. Beulus Montpelier, Idaho	"	.0075000
(32)	Richard W. Hunzeker Montpelier, Idaho	"	.0075000
(33)	Jerry R. Hunzeker Montpelier, Idaho	"	.0075000
(34)	Michael F. Hunzeker Montpelier, Idaho	"	.0075000
(35)	Ann H. Sorenson Montpelier, Idaho	"	.0075000
(36)	James E. Hunzeker Montpelier, Idaho	"	.0075000

3. Eadh general partner shall also be a limited partner and shall contribute to the original capital of the partnership those amounts shown above.

4. In consideration of the percentage interests in the partnership assets set forth in Article V, paragraph 3. Each general and limited partner shall contribute to the original capital of the partnership his or her undivided interest in the following described real estate together with all mineral rights:

X. S1/2 SW1/4 Sec 25 T 7S-R 44E; 80 Ac.
SE1/4 SE1/4 Sec 26 T 7S-R 44E; 40 Ac.
(subject to existing indebtness to Lavon A. Heusser)

2. W1/2, W1/2 E1/2, NE1/4 SE 1/4, Sec 34, T 6S-R 44E; 520 Ac.

3. All of Sec 33, T 6S-R 44 E; 640 Ac.

4. E 1/2 Sec 32, T 6S-R 44 E; 320 Ac.

5. E 1/2 E 1/2 Sec 29, T 6S-R 44 E; 160 Ac.

6. SE1/4 NW1/4, E1/2 SW1/4, W1/2 SE1/4, SE1/4SE1/4, W1/2 W1/2 Sec 28, T 6S-R 44 E; 400 Ac.

7. W 1/2 SW 1/4, Sec 27, T 6S-R 44 E; 80 Ac.

8. NE1/4, NE1/4 SE1/4 Sec 26, T 7S-R 44 E; 200 Ac.

9. E1/2, NW1/4, N1/2 SW1/4 Sec 25, T 7S-R 44E; 560 Ac.

10. W1/2, SE1/4 Sec 24 T 7S-R 44 E; 480 Ac.

11. E1/2, NW1/4 Sec 23, T 7S-R 44 E; 480 Ac.

12. NE1/4, Sec 22, T7S-R44 E; 160 Ac.

13. All of Sec 15, T7S-R44 E; 640 Ac.

14. All of Sec 14, T 7S-R 44 E; 640 Ac.

15. W1/2 NW1/4, SW1/4, Sec 13, T 7S-R 44 E; 240 Ac.

16. All of Sec 11, T 7S-R 44E; 640 Ac.

17. All of Sec 10, T 7S-R 44 E; 640 Ac.

18. N1/2 NE1/4, NE1/4NW1/4, Sec 9, T 7S-R 44 E; 120 Ac.

19. Lots 1-2-3, SE1/4, E1/2 SW1/4 Sec 4, T7S-R44E; 323.65 Ac.

20. All of Sec 3, T 7S-R 44 E; 429 Ac.

21. Lots 1-2-3-4, S1/2, Sec 2, T7S-R44 E; 432.33 Ac.

ARTICLE III

1. The Partnership shall be on a calendar year, any reference in this Agreement to "year" shall be intended to be the calendar year unless otherwise stated or unless the contracts otherwise requires.

2. Except as otherwise provided for herein or as required for purposes of Federal Income Taxes, the Partnership books shall be kept on a cash basis.

3. Except as is agreed by the partners and except as otherwise provided herein, depreciation, determination of profits and losses, all other accounting practices shall be in accordance with accounting practices accepted for the purpose of Federal Income Taxes. If there shall be more than one acceptable practice, the General Partners shall determine the practice to be used.

(4) The Partnership shall cause a yearly accounting to be made within three months after the close of the year, at which time the Partnership books shall be closed and appropriate statements prepared, including a balance sheet and income statement which shall be sent to each of the Limited and General Partners. The Partnership may also cause interim statements to be prepared.

ARTICLE IV

Grazing Rights

1. Each partner shall have the right to graze cattle on the real property owned by the partnership during the months of June, July, August, September and October of each year in accordance with his percent of ownership in the partnership.

2. So long as the partnership is the owner of all of the real property or maintains the grazing rights on all of the real property described in Article II paragraph 4, each one (1) percent of ownership shall be entitled to graze 26 head. A cow with a calf at her side shall be counted as two (2) head. Each fraction of a percent of ownership in the partnership shall be adjusted to nearest whole number of head.

3. The general partners shall have authority to increase or decrease the number of head that can be grazed by each percent of ownership in the partnership, if the number of acres available for grazing is either increased or decreased from the acreage set forth in Article II paragraph 4, or as many as the then existing grazing conditions will accomodate.

4. An annual assessment shall be made by the General Partners to pay the expenses associated with the partnership.

ARTICLE V

Profits and Losses

1. The term "net profits" and "net losses" as used in this Agreement shall be the net profits and losses as determined pursuant to the accounting procedures set forth in the Partnership Agreement. Unless otherwise stated, the phrases "net profits" and "net losses" shall refer to such profits and losses for the year and shall include gains and losses from the sale of assets as well as operating and other profits and losses.

2. Partnership losses and profits shall be determined and

allocated as of the end of the Partnership year notwithstanding the existence of interim statements during the year.

3. Any and all profits and/or losses of the Partnership shall be distributed among the General and Limited Partners as follows:

	General or Limited Partner	Grazing and Property Rights	Mineral Rights
(1)	Golden Keetch	1.25 %	1.25 %
(2)	~~John~~ Jane Ream	2.125 %	2.125 %
(3)	~~Cecil Quayle~~ Lenny Weston	12.5 %	12.5 %
(4)	~~Walter A. and Mildred Hunzeker.~~ Richard Hunzeker	.28125 %	1 %
(5)	Gordon C. and Bettie Keetch	1.875 %	1.875 %
(6)	Lynn C. and Rowleen J. Keetch	1.875 %	1.875 %
(7)	Blair C. and Alicia Anne Keetch	1.875 %	1.875 %
(8)	Dan C. and Debra K. Keetch	1.875 %	1.875 %
(9)	Val C. Keetch	1.875 %	1.875 %
(10)	Janet Lee Keetch	1.875 %	1.875 %
(11)	~~Elaine~~ John D. & Barb B. Keetch	1.4375 %	1.4375 %
(12)	Van Q. Lyons	1.0625 %	1.0625 %
(13)	Jacqueline B. Lyons	.25 %	.25%
(14)	Beverly K. McLain	1.0625 %	1.0625 %
(15)	Robert G. McClain	.25 %	.25 %
(16)	Darrell Keetch and Fern Keetch	6.25 %	6.25 %
(17)	~~Thomas Q. Keetch~~ James T Keetch	1.0625 + .25	1.0625
(18)	John D. Keetch	1.0625 %	1.0625 %
(19)	Randall Keetch	2.50 %	2.50 %
(20)	Richard Keetch	2.50 %	2.50 %
(21)	Michelle Keetch Tufts	2.50 %	2.50 %
(22)	Earl C. Mapes and Val C. Stauffer (trustee)	7.875 %	7.875 %
(23)	Paul D. Keetch and Glenda L. Keetch	2.625 %	2.625 %
(24)	Earl Cleave Mapes (trustee)	2.3125 % Increase 4.375	2.3125 %
~~(25)~~	~~Mary Jane Rich~~	~~1.5625 %~~	~~1.5625 %~~
~~(26)~~	~~Laura H Keetch~~ James T Keetch	~~.25 %~~ .25 %	~~.25 %~~ .25 %

Coalville Utah
Box 748 Zip 8417
Phone 336 - 2120

SS No
519 - 76 - 0105

(27)	Robert G. McLain as Custodian for Robert K. McLain, Helen McLain and David McLain equally under the Idaho Uniform gift to minors act.	.875 %	.875 %
(28)	Laura H. Keetch as Custodian for Ann M. Keetch, James T. Keetch Stacie L. Keetch and Linda K. Keetch equally under the Idaho gift to minors act	1.1875 %	1.1875 %
(29)	Glenda L. Keetch (trustee)	2.3125 % Joan 2.375	2.3125 %
(30)	Fred W. Hunzeker	1.00 %	1.00 %
(31)	Ida Mae Hunzeker	.75 %	.75 %
(32)	William H. Hunzeker	.75 %	.75 %
(33)	Ronald W. Hunzeker	.75 %	.75 %
(34)	Dennis H. Hunzeker	.75 %	.75 %
(35)	Roger G. Hunzeker	.75 %	.75 %
(36)	Paul L. Hunzeker	.75 %	.75 %
(37)	Don L. Hunzeker	.75 %	.75 %
(38)	Lee C. Ream or Phillis J. Ream	1.9375 %	1.9375 %
(39)	Florence Ream, Trustee	3.75 %	3.75 %
(40)	Denise Ream Whaley	2.875 %	2.875 %
(41)	W. Dale Ream	2.875 %	2.875 %
(42)	Joan Ream Bunderson	2.875 %	2.875 %
(43)	Elisabeth Ream	2.875 %	2.875 %
(44)	Norma Ream	.75 %	.75 %
~~(45)~~	~~Sonja Q. Rouse~~	2.75 %	2.75 %
(46)	Walter A. Hunzeker & Sons (95.5)	5.96875 %	-0-
(47)	Devon W. Hunzeker	-0-	.75 %
(48)	Bonnie H. ~~Beulus~~ Parker	-0-	.75 %
(49)	Richard W. Hunzeker	-0-	.75 %
(50)	Jerry R. Hunzeker	-0-	.75 %
(51)	Michael F. Hunzeker	-0-	.75 %
(52)	James E. Hunzeker	-0-	.75 %
(53)	~~Ann H.~~ Steven Sorenson	-0-	.75 %
(54)	W. Dale Ream, Trustee for Rebecca Ann Ream	.25 %	.25 %
(55)	W. Dale Ream, Trustee for Rachel Ream	.25 %	.25 %
(56)	W. Dale Ream, Trustee for John Rodney Ream III	.25 %	.25 %

4. In the event any lien is placed upon any interest of a Partner herein or a charging order against such interest is obtained,

then all attorney's fees and other expenses incurred by the Partnership, with respect to the same, shall be charged to the Partner's whose interest is the subject of such lien or charging order.

5. Distributions, whether in cash or in kind (by reason of operating profits, sale or refinancing of the property, liquidation of the assets, dissolution or otherwise) shall be made whenever there is cash on hand in excess of the amount needed to cover the current year'a operating expenses. All mineral royalties, if any, shall be distributed, in accordance with the percentages set forth in Article V, paragraph 3 under the column entitled "Mineral Rights", when received less expenses of collection and distribution of the same.

ARTICLE VI

Limited Liability

Notwithstanding anything to the contrary contained herein, the Limited Partners shall have no personal liability for the losses of the Limited Partnership beyond the amount of their respective contributions to the capital of the Limited Partnership.

ARTICLE VII

Salaries and Management

1. The partnership shall initially have six general partners whose names are set forth in Article III paragraph 1. The general partners shall diligently apply themselves in and about the business of the partnership to the utmost of their skill. The general partners shall not be entitled to a salary or other compensation except as they are entitled to their share of profits as limited partners. However, the general partners shall be reimbursed or compensated by the partnership for those direct and indirect costs and expenses incurred by the general partners for the benefit of the partnership. Travel expenses to and from meetings of the general partners shall be considered personal expenses of the general partners and shall not be reimbursed by the partnership.

2. The management and control of the partnership business shall rest exclusively with the general partners, who shall meet regularly to discuss the operation and management of the partnership business. No limited partner who is not also a general partner shall have any right to be active in the conduct of the partnership

business, nor have the power to bind the partnership in any contract, agreement, promise or undertaking. However, an annual meeting shall be held on the 3rd Monday in February each year involving all partners, where the general partners shall give a report to the limited partners as to the status of the partnership business, and shall give the limited partners an opportunity to voice opinions or make suggestions as to how the partnership business should be conducted and elect general partners to hold that position until the next succeeding annual meeting.

3. In formulating policy and in making decisions as to the operation and management of the partnership business, each general partner shall have one vote and all matters shall be decided by a majority vote. The responsibility for day to day management of the partnership business shall rest with a managing general partner who shall be one of the general partners elected by a majority of the general partners for a term of one year. The powers of the managing partner shall include but shall not be limited to the following:

(a) The power to expend the capital of the partnership to pay the everyday debts and obligations of the partnership.

(b) The power to enter into, consumate and bind the partners in contracts with appropriate persons or agencies, within the scope of the partnership purposes. However, any contract having a value of more than one thousand dollars shall be subject to ratification by a majority of the general partners, before it becomes binding on the partnership.

(c) The power to employ all personnel deemed by the managing partner necessary to the operation of the partnership business, to determine their salaries, and to terminate such employment when deemed advisable by the managing partner.

(d) The power to do all other things deemed reasonably necessary by the managing partner in carrying on the day to day business of the partnership, including the powers usually granted to a general manager.

4. Notwithstanding the provisions of paragraph 3 above, the following powers shall rest in and be exercised only by a major-

ity of the general partners and shall be subject to ratification by seventy five (75%) percent of the Limited Partners;

(a) The power to borrow funds for the conduct of the partnership business and to mortgage, deed in trust, pledge, assign or otherwise hypothecate any and all of the properties and assets of the partnership to secure such borrowings.

(b) The power to sell, lease, or otherwise dispose of any property, or any interest of the partnership therein; provided that once such a transaction is approved in writing by a majority of the general partners, and ratified by seventy five (75%) percent of the Limited Partners, the managing partner shall be authorized to execute any deeds, lease agreements, or other instruments and contracts in connection therewith on behalf of the partnership.

5. A partnership bank account shall be established, for the purpose of transacting partnership business. All debts of the partnership shall be paid out of said account, and all funds of the partnership shall be deposited therein. No partner shall commingle his own personal funds with partnership funds. Any checks drawn on said account shall be signed by the managing partner and the secretary.

6. One of the general partners shall be designated as the Secretary and he shall keep or cause to be kept proper and usual books of record pertaining to the partnership business showing all of its assets and liabilities, receipts and disbursements, profits and losses, partner's capital contributions and distributions, and all transactions entered into by the partnership. The books of records and all files of the partnership shall be kept at its principal office, and all partners shall, at all reasonable times, have free access thereto, for the purpose of inspecting the same.

7. The right of a limited partner to substitute an assignee as a limited partner in his place, and the terms and conditions of such substitution are as follows:

(a) The limited partner may substitute one or more of the members of his immediate family (wife, children or grandchildren) as a limited partner for himself.

(b) A limited partner shall not sell, exchange or assign his partnership interest to any other person or substitute such other person as a limited partner for himself, other than a member of his immediate family, without the written consent of all general and limited partners as measured by the interest in the sharing of profits and losses, or in absence of such written consent without giving the partnership and all other limited partners at least thirty (30) days written notice of his intention to sell, exchange or assign his limited partnership interest. Within 30 days after receipt of such notice by the partnership, a special meeting of all limited partners shall be called. At such meeting the limited partners desiring to make any such sale, exchange or assignment of his limited partnership interest shall offer it for sale to the partnership. If the partnership desires to purchase it, it shall so indicate at the time of the meeting. Such purchase by the partnership shall be at a price equal to the fair market value of such partnership interest and shall be payable in cash within a reasonable time after such meeting.

(c) If the partnership does not desire to acquire the limited partners interest in the partnership it shall be offered for sale to the other limited partners on a pro-rata basis. The other limited partners desiring to purchase a pro-rata share of the limited partners entered in the partnership shall purchase it at the time of the special meeting of the partnership call to consider the purchase of said limited partnership interest. The purchase price shall be at a price equal to the fair market value of such partnership interest and shall be payable in cash within a reasonable time after such meeting.

(d) The term "pro-rata share" shall mean that portion of the limited partnership interest offered for sale which

the limited partnership interest of the partnership owned by each of the other limited partners bears to the limited partnership interest of the partnership (other than that offered for sale) owned by all limited partners. In addition, if any limited partnership interest offered for sale is not purchased by the limited partner first entitled thereto, the term "pro-rated share" shall include that portion of the limited partnership interest not purchased by the limited partner first entitled thereto which the interest of the partnership owned by each of the other limited partners bears to the limited partnership interest of the limited partnership (other than offered for sale) owned by all other limited partners other than the limited partner first entitled to purchase.

(e) If the limited partnership interest of the limited partner desiring to make a sale, exchange or assignment is not purchased either by the partnership or by the other limited partners then all restrictions imposed by this Agreement upon such limited partner's interest shall be terminated.

8. The restrictions contained in paragraph 7 above shall not be applicable to a limited partner who sells his entire cattle operation to a third party and includes his interest in the grazing rights under the partnership agreement in said sale.

9. The restrictions contained in Paragraph 7 above shall not be applicable to an assignment of the interest of a partner given as security for a loan which is also secured by a mortgage of fee-owned land of a partner. Upon the foreclosure of such mortgage, or deed of the fee-owned land in lieu of foreclosure, the assignment of the partnership interest given for security shall become absolute and shall be recognized as vesting the partnership interest in any party who shall have acquired the fee-owned land through such proceedings, together with grazing rights referable to said partnership interest. Said party shall be free to transfer said partnership interest to whomever will purchase the fee-owned land in an unrestricted market. Said party and his successors shall be accepted as partners. The managing partner shall recognize the lien position and lien rights of any mortgagee/assignee in the records of the partnership upon receipt of notice of such assignment.

10. No limited partner shall have priority over any other limited partner as to contributions or as to compensation by income.

ARTICLE VIII

Power of Attorney

The Limited Partners, jointly and separately, hereby irrevocably constitute and appoint Golden Keetch, Lee C. Ream, John R. Ream, Jr., Cecil Quayle, Walter A. Hunzeker and Paul D. Keetch as their true and lawful attorneys in fact, in their name, place and stead, to make, sign, execute, file and record the following: a certificate of Limited Partnership, a certificate of doing business as "BEAR LAKE GRAZING COMPANY," and a statement of Partnership pursuant to the Idaho Limited Partnership Act, all documents for the purchase and sale of Partnership, real and personal property, including deposit receipts, escrow instructions and loan documents, notice of dissolution pursuant to the Idaho Limited Partnership Act and any other certificates or instruments which the Limited Partnership may be permitted or required to file under the laws of the State of Idaho and any and all cancellation of an amendment to any of the foregoing. The foregoing creation of power of attorney shall survive the delivery of an assignment by the Limited Partner of the whole or any portion of his Limited Partnership interest, and by the act of becoming a Limited Partner, as assignee, shall conclusively be deemed to constitute and appoint and in any event does hereby constitute and appoint Golden Keetch, Lee C. Ream, ~~Cecil Quayle, Walter A. Hunzeker, Paul D. Keetch and John R. Ream, Jr.~~ their attorneys in fact, in the same manner and with the same force and for the same purposes, as the assignor. Should any of the General Partners cease to be a General Partner, then all other General Partners shall succeed to the foregoing power of attorney without the necessity of further instrument.

ARTICLE IX

Vote - Effect and Procedures of Limited Partners

1. Wherever a vote, election or consent of the Limited Partners is called for under this Agreement, these provision shall apply:

A. A Limited Partner shall have the right to vote percentage interest in profits he has.

B. At all elections of General Partners, cumulative voting shall be allowed so that each such limited partner shall be entitled to as many votes as shall be equal to the number of votes which (except for this provision) such limited partner would be entitled to cast for election of General Partners with respect to his percentage interest in the profits of the partnership, multiplied by the number of General Partners to be elected by him and such limited partner may cast all such votes for a single General Partner or may distribute them among the number to be voted for, or for any two or more of them, as such holder may see it.

C. The vote, election or consent may be given at a meeting of the Limited Partners. A meeting of the Limited Partners who have a combined twenty-five percentage share of profits by giving seven days written notice to all of the other Partners of the time and place of said meeting.

D. The vote, election or consent may also be given in signed writing, which writing may be used at a meeting provided it was presented to the General Partners prior to the meeting.

2. The affirmative vote of the limited partners having 75 percent or more of the total percentage share of profits of the partnership shall be necessary to amend this Limited Partnership Agreement.

ARTICLE X

Death and Dissolution

1. The retirement, death, insanity, removal, legal incapacity, adjudicaton of bankruptcy or assignment for the benefit of creditors of or by any General Partner shall not effect the Partnership as long as there is at least one General Partner legally acting as General Partner. A new General Partner shall be selected in the place of the previous General Partner within 90 days after the event which gave rise to the need to select a new general partner. Such election shall be made by the affirmative vote of the majority

of the remaining general partners. A general partner selected in this manner to fill a vacancy shall remain a general partner until the next succeeding annual meeting of the limited partners is held.

2. The death or legal incapacity of one or more of the Limited Partners shall not terminate or dissolve the Partnership, but his right to receive a share of the profits, and net cash receipts shall, on the happening of such an event, pass to his personal representative or guardian, as the case may be, or in the case where the Limited Partnership interest is held in joint tenancy, shall pass to the surviving joint tenant subject to the terms and conditions of this Agreement, and the Limited Partnership shall continue.

3. The interest of any limited partner may be terminated by:

(a) dissolution of the partnership;

(b) the consent in writing of all of the partners;

(c) the consent in writing of the personal representative of the deceased limited partner and all of the partners.

On the termination of the interest of a limited partner there shall be payable to that limited partner, or his estate, as the case may be, a sum equal to the value of such limited partner's fractional interest in the partnership assets at their current market value, or such other sum as is agreed upon by the partnership and the limited partner or his personal representative, if such limited partner is deceased.

4. Upon the termination of a limited partner's interest in the partnership, or upon dissolution of the partnership, a limited partner may demand and receive property other than cash in return for his contribution upon the consent of such partner and all other partners.

5. The limited partnership shall be dissolved at any time by a 75 percent majority vote of the partners as measured by their percentage interest in the sharing of profits and losses.

6. Upon dissolution, the general partners will immediately proceed to wind up the partnership business. Upon such winding up all of the net assets of the partnership shall be divided between the parties hereto according to their respective interests herein.

ARTICLE XI

Limitation of Liability

1. The General Partners shall not be liable, responsible or accountable in damages or otherwise, to the Limited Partners for any acts performed by them or for any nonaction or failure to act within the scope of the authority conferred on them by this Agreement or by law except for acts of bad faith, willful misfeasance, gross negligence or reckless disregard of duties. The General Partners shall not be personally liable for the return of capital or other contribution of any of the Limited Partners, or any portion thereof, except to the extent of Partnership assets.

ARTICLE XII

Trial Period

At the annual meeting of the limited partners to be held in 1978, the limited partners shall determine whether; (1) the number of general partners shall remain at six or be reduced to five; and (2) cumulative voting for general partners shall continue. Notwithstanding the provisions of Article IX, paragraph 2, unless 51% or more of the total precentage share of profits held by the limited partners vote against retaining six general partners and/or having the general partners elected by cumulative voting, these provisions shall be retained and shall be modified only in accordance with the provisions of Article IX, paragraph 2.

ARTICLE XIII

Miscellaneous

1. Unless otherwise stated all notifications, acknowledgements, consents, demands and other notices shall be in writing signed by the sender and each of same shall in this Paragraph be referred to as "notices." If mailed, notices shall be addressed to the address of the party as set forth herein unless earlier changed by the party by notice to each of the

other Partners. Unless otherwise provided herein, notices shall be deemed effective upon the earliest of these three dates; (1) when actually received by the person to whom sent; (2) when placed in the regular receptacle for mail at the proper address for the person to whom sent; or (3) when there is an attempted delivery at the proper address for the person to whom sent providing it has been sent by certified mail, return receipt requested, postage prepaid. If a notice has been sent by regular mail with a request for acknowledgement of its receipt, which acknowledgement is not returned immediately, then the cost of seeing that notice becomes effective as soon as possible shall be borne solely by the recipient and charged to him by the Partnership and sent by the General Partners.

2. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and all persons hereafter having or holding an interest in this Partnership, whether as assignees, substituted Partners, or otherwise.

3. The Partners shall execute, acknowledge, file and record a certificate of Limited Partnership, a certificate of doing business as "BEAR LAKE GRAZING COMPANY", a statement of Partnership, and a notice of dissolution pursuant to the Idaho Limited Partnership Act and all other certificates or instruments which the Limited Partnership may be required to file under the laws of the State of Idaho and any cancellations on amendments to any of the foregoing. The existence of the power of attorney under the previous paragraph hereof, shall not relieve the Limited Partners from compliance with this paragraph. In addition, and whether included or not in the above, each party hereto agrees to execute with acknowledgement or affidavit, if required, any further documents and

writings which may be necessary to this Partnership or to carry out the provisions or intent hereof.

The General and Limited Partners may not without the written consent of all the other Partners, do any act in contravention of this Agreement or which would make it impossible to carry out the ordinary business of the Partnership; confess a judgment against the Partnership; possess, pledge or hypothecate Partnership property for other than a Partnership purpose.

4. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice-versa. This Agreement contains the entire understandings and agreements between the Partners respecting the within subject matter. There are no representations, between or among the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. The captions to the paragraphs of this Agreement are solely for the convenience of the parties, and in no way either define, limit, or describe the scope of this Agreement or individual paragraphs hereof or the intent of any provisions thereof, and are not to be used as an aid in the interpretation or construction of this Agreement.

DATED this 14 day of August, 1976.

Warranty Deed

THIS INDENTURE, *Made this* Twenty-second *day of* March *in the year of our Lord One Thousand Nine Hundred and* forty-four *, between* James R. Rawlings and Florence I. Rawlings, his wife

of Preston *, County of* Franklin *, State of* Idaho *the parties of the first part, and* Bear Lake Stockmen's Association

of Montpelier *, County of* Bear Lake *, State of* Idaho *the party of the second part:*

WITNESSETH: *That the said parties of the first part, for and in consideration of the sum of*

One and No/loothe # - DOLLARS, *lawful money of the United States of America, to* them *in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,* TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATIONS *, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to* its successors *and assigns forever: All those certain lots pieces or parcels of land situate, lying and being in the County of* Caribou *State of Idaho, bounded and more particularly described as follows, to-wit:*

Southwest quarter (SW¼) of Section fifteen (15); West half of the Northeast quarter (W½-NE¼) of Section twenty-two (22); and the Southeast quarter (SE¼) of Section twenty-four (24), all in Township Seven (7) South of Range Forty-four (44) East of the Boise Meridian, in Caribou County, Idaho; subject to patent reservations and subject to taxes for the year 1944 and all subsequent years:



Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, *all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to* its successors *and assigns forever. And the said parties of the first part, and* their heirs *the said premises in the quiet and peaceable possession of the said party of the second part,* its successors *and assigns against the said parties of the first part, and* their heirs *and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.*

IN WITNESS WHEREOF, *The said parties of the first part have hereunto set* their *hands and seals the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

James R Rawlings [Seal]

Florence I Rawlings [Seal]

[Seal]

[Seal]

RECEIVED
DEC 13 2004

Order No. 7865

CORRECTION

CORPORATION WARRANTY DEED

THIS INDENTURE, made this 21st *day of* April, *in the year of our Lord one thousand nine hundred and* Eighty *between* Samuel Reed,Inc., *a corporation duly organized and existing under the laws of the state of* Idaho *, and having its principal office in* Soda Springs *, County of* Caribou *, in the State of* Idaho *, party of the first part, and* Bear Lake Grazing Company, a limited partnership *of* Montpelier *, County of* Bear Lake *, State of* Idaho *, party of the second part.*

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors at a meeting duly and regularly called, for and in consideration of the sum of

SIXTY THOUSAND AND NO/100 -*DOLLARS, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said party of the second part and to* its successors *and assigns forever all that certain lot, piece or parcel of land lying and being in the County of* Caribou *, State of* Idaho *, and more particularly described as follows, to-wit:*

Township 7 South, Range 44 East of the Boise Meridian:

Section 23: SW¼.

This deed is given to correct that certain Corporation Warranty Deed between the parties hereto, dated October 16, 1979, recorded OCtober 18, 1979, under recorder's instrument No. 102312, in the microfilm records of Caribou County, Idaho.

the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances and privileges thereunto incident unto the said party of the second part and to its successors *and assigns forever, and the said party of the first part and its successors, the said premises in the quiet and peaceable possession of the said party of the second part,* its successors *heirs and assigns against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.*

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed and its corporate name hereunto subscribed, and its corporate seal hereunto affixed by its president and secretary, in pursuance to said resolution the day and year first above written.

SAMUEL REED, INC.
a Corporation

(SEAL)

By Samuel Reed Pres
President.

Attest: Thomas H. Reed
Secretary.

Signed, sealed and de'ivered in the presence of:

RECEIVED
DEC 13 2004

27-11269, 27-11275

Order No. 5488

STATE OF IDAHO }
County of Caribou } ss 80501

I hereby certify that this instrument was filed at the request of Caribou Title Co. at 4:20 o'clock P M this 9 day of August, 19 74 in my office and duly recorded in Microfilm Records

KENNETH M. FOWLER Myrna Archibald
Ex Officio Recorder Deputy

Reception ☐
Indexed ☐ ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

For Value Received

AUDREY L HEUSSER

the grantor , do es hereby grant, bargain, sell and convey unto

BEAR LAKE STOCKMENS ASSOCIATION, INC.

the grantee , the following described premises, in Caribou County, Idaho, to wit:

Township 7 South, Range 44 East of Boise Meridian

Section 25: South one-half (1/2) of Southwest Quarter

Section 26: Southeast one-fourth (1/4) of the Southeast Quarter

RECEIVED
DEC 13 2004
By

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , its heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantee , that she is the owner in fee simple of said premises; that they are free from all incumbrances

and that s he will warrant and defend the same from all lawful claims whatsoever.

Dated:

7-26-74.

Audrey L Heusser

(NOTARY SEAL)

State of Idaho
County of Franklin } ss On the 26th day of July A.D. 1974

personally appeared before me

AUDREY L. HEUSSER

the signer(s) of the within instrument, who duly acknowledged to me that S he executed the same.

(NOTARY PUBLIC)

Residing at: Preston Idaho My Commission expires: 8-8-76

Mail deed to: Bear Lake Stockmens Association
410 Crescent Drive , Montpelier, Idaho

Mail tax notice to:
Walter A. Hunzeker, Sec.

27-11269, 27-11280

Notice is hereby given that the undersigned, a citizen of the United States of America hereby claims and appropriates all the waters of Diamond Creek, or so much thereof as will flow through the following described ditch which ditch is already constructed, 4 ft wide at the bottom, six feet wide at the top, 18 inches deep with a fall of 4 of an inch to the rod the point of diversion being about 3/4 of a mile below the mouth of the Canon on the east side of the upper Valley of the Blackfoot in Bear Lake or Bingham County, Idaho Territory and where this notice is posted and a monument 4 ft. high erected. Said ditch runs in a northerly direction about 1½ miles long and conducts the water on the following described lands for agricultural and irrigating purposes, sections 25 in Tp. 7 South of R. 44 E. B. M. Joseph Watkins

Dated this the 4" day of October A. D. 1886

TERRITORY OF IDAHO COUNTY OF BEAR LAKE) SS This is to certify that I did on the 4" day of October A. D. 1886 at the place indicated in the foregoing post up a notice of which the within is a true copy J. C. Rich

Recorded at the request of Joseph Watkins October 6" 1886 at 9 A.M. J.Hasenfratz Co. Recorder.

TERRITORY OF IDAHO COUNTY OF BEAR LAKE) SS. I hereby certify that the foregoing is a full, true and correct copy of a Water Appropriation, recorded in Book 1 Page 77 of Miscellaneous Records of said County. As witness my hand and Official seal at Paris Idaho, this the 21" day of Oct. A. D. 1889. J. L. Montonya Co. Recorder. (Seal)

Recorded at the request of James H. Hawley, May 17" 1890, 10:40 A.M. Geo. A. Robethan Recorder.

Transcribed from Bannock County Records, Water Location Record No. 1, page 388.

WATER LOCATION OF ABE C. ANDERSON) Notice.

I hereby claim Two Hundred inches of water out of Little Blackfoot to be taken out in the Anderson, Hansen and Christensen Ditch at the crossing of Little Blackfoot, Carriboo Road. Said water to be used for irrigating purposes on my Preemption Claim at Little Blackfoot.

Witness: Jas. T. Jensen Abe C. Anderson May 29" 1890

Recorded at the request of A. C. Anderson May 31" 1890 at 9:30 o'clock A.M. Geo. A. Robethan Recorder. Transcribed from Book 1 Water Locations, page 389 Bannock County Records

Transcribed from Book C of Water Locations Page 179 Records of Bingham County Idaho

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WATER LOCATION OF M. F. SULLIVAN) Notice (Lemhi Co.)

Notice is hereby given to all whom it may concern that I, M. F. Sullivan, a citizen of the United States Do hereby claim locate and appropriate all the waters, being about 100 inches, more or less, measured under a four inch pressure of these certain springs situate at or near the eastern base of Quartzite Mountain and about 250 yards easterly of White Sulphur Springs Creek In Bingham County Idaho Territory and described as follows: The first of said springs being situate about 650 yards more or less above and northerly of my Desert Land Entry this day made by me in the Land Office of the United States at Blackfoot, Idaho and being immediately at the eastern base of Quartzite Mountain: And the second of said springs being situate about 25 yards in a northerly direction from the last above described springs and immediately at the eastern base of quartzite mountain: The third of said springs being situate about 50 yards above and in a northerly direction from said last above described springs and immediately at the eastern base of quartzite mountain: The Fourth of said springs being situate about 50 feet above and in a northerly direction from said last above described springs and immediately at the eastern base of quartzite mountain: The fifth of springs being situate about 50 yards above and in a northerly direction from said last above described springs and immediately at the eastern base of the quartzite mountain. The said springs are to be connected with each other by means of var-

Recorder.
Transcribed from Book C of Wa[illegible] locations Page 171 Records of Bingham County Idaho.
Transcribed from Bannock Coun[illegible] Records, Water Location Record N[illegible], page 386

WATER LOCATION OF JOSEPH WATKINS)

Notice is hereby given that the undersigned, a citizen of the United States of America hereby claims and appropriates all the waters of Diamond Creek, or so much thereof as will flow through the following described ditch which ditch is already constructed, 4 ft wide at the bottom, six feet wide at the top, 18 inches deep with a fall of [illegible] of an inch to the rod the point of diversion being about 3/4 of a mile below the mouth of the Canon on the east side of the upper Valley of the Blackfoot in Bear Lake or Bingham County, Idaho Territory and where this notice is posted and a monument 4 ft. high erected. Said ditch runs in a northerly direction about 1½ miles long and conducts the water on the following described lands for agricultural and irrigating purposes, sections 25 in Tp. 7 South of R. 44 E. B. M.

Joseph Watkins

Dated this the 4" day of October A. D. 1886

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J. C. Rich

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Abe C. Anderson May 29" 1890

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Notice is hereby given to all whom it may concern that I, M. F. Sullivan, a citizen of the United States Do hereby claim locate and appropriate all the waters, being about 100 inches, more or less, measured under a four inch pressure of these certain springs situate at or near the eastern base of Quartzite Mountain and about 250 yards easterly of White

15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of Water Resources

Fax

To:	Ray Williams/Candice McHugh	**From:**	Cindy Bird
Fax:	208 287-6701	**Pages:**	6
Phone:	208-287-4815	**Date:**	9 June, 2005
Re:	27-11269 and 27-11280	**CC:**	

Hi Ray,

Bear Lake Grazing Association filed the above referenced SRBA claims from Diamond Creek and Springs on a piece of ground they sold to Alumet in 1980. It does appear in the sale/lease that Bear Lake Grazing retained the water on the piece of property. In the sales agreement they leased the land back and still graze cattle there.

J.R. Simplot recently purchased the property from Alumet and is honoring the lease to Bear Lake Grazing. Would there be any issues recommending the water right to Bear Lake Grazing on the leased ground? I suppose we should note that Bear Lake doesn't own the ground but would own the water?

I'm sending a copy of the deed for you to review and give me some thoughts on.

Thanks,

Cindy Bird

FAXED
11:36 am
6/9/05 CB