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DEC 16 2002

WATER RESOURCES
WESTERN REGION

Dear Mr. Saxton,

We received your letter and we were very disheartened by your news to revoke our entitled water rights. We feel that we are very good stewards of the Portneuf River. We have lived at the residence for 18 years and feel that we have been responsible land owners and have tried to respect the river as well. The acreage that we have is all in pasture and trees. We have not allowed overgrazing and breakdown of the banks. We have allowed people access through our property so that they can enjoy fishing, floating (in boats and tubes) as well as dog training etc.

We would like you to reconsider your decision. After Kevin's conversation with you we remembered some things that might be important. We talked with some neighbors about the property and they helped the previous owner seed the property. They then installed the underground water irrigation line when they extended Honeysuckle Lane to our property. They did this so that they could still irrigate our piece of property as well as the property across the street. One of your contentions was that we had no pipe on our property. We were not sure if you knew that we do indeed have a mainline on our property that extends over 500 feet. It is not visible unless you know where to look but it is there. We dug through our old records and when we bought the property we worked off some of the down payment. On this document you can see pipe moving, pump valve and labor on pump to show it had been irrigated.

One of your other contentions was that we had not recently used the river for 15 years. In 1991 we did a project in conjunction with the Idaho Fish and Game and Pheasants Forever. We had planted 4 rows of trees down at the edge of the river as a shelter belt for birds. We planted Austrian pine, Red Cedar, Nanking Cherries and Blue Spruce. Over several years the muskrats destroyed the shelter belt and we moved the project to other parts of the property because we could not keep up with the replanting. The second document shows drip irrigation that we used a portable pump. These trees were also watered by hand using buckets from the river and siphon hoses as well. Kevin had forgotten to mention this since the project is not visible at that spot any longer. This should satisfy the 15 year usage issue shouldn't it?

We have desired to put in an irrigation system over the last decade but either we did not own any horses or we were blessed with a year of good rainfall, so one was not installed. We had actually discussed with the neighbor of going in together and fixing an old pump and starting up our system but we felt like we should use our water right as conservative as possible being that we have been in a drought. We feel that we were being very responsible and thoughtful in our water usage. We were not wasting the resource when it was scarce and saved it for a farmer who depended on it so much. We also felt that the wildlife deserves and depends on a healthy river. We had no idea that we would lose our water rights by being conservative and responsible with them.

Thank you for listening to us and we are glad to clear up any questions you had. With these documented facts there should not be any question about our ability to maintain our current water rights.

Thank You,

Kevin D. and Janis Hall

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DOWN PAYMENT

Cash Downpayment-4-3-84.....	\$1,000.00
Interest @ 9.5% to 4-3-85.....	95.00
Septic Tank.....	377.20
Gravel.....	305.92
Backhoe.....	384.70
Pipe (Sewer & Water).....	439.00
Diesel Fuel.....	25.00
Plowing, Planting & Discing.....	250.00
Pump Valve.....	25.00
Labor on Pump.....	65.00
Pipe moving.....	29.25
Labor on fence.....	178.75
Labor on road.....	94.25
Swathing.....	15.00
Baling.....	25.00
Labor to Jeff on fence.....	58.50
Interest from 8-13-84 thru 7-15-85 @9.5%....	208.32
Labor to Jeff on fence.....	84.50
Labor to Rick on fence.....	37.38
Labor to Dean on fence.....	194.35
Clips.....	7.00
Posts.....	59.28
Tractor.....	150.00
Balance of down payment paid to Evergreen.....	522.87

\$4,631.27

Less hay monies owed by Larsen

-137.62

Less Cash payment 4-30-85

-600.00

Total Due.....\$3,893.65

*land expense
sewer & fence*

H-2814.36

*pd cash
8/1/85
Dean Larsen*

EDG Irrigation
6100 West Broadway
Idaho Falls, Idaho 83402

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WESTERN REGION

BILL TO: Kevin Hall
2043 Honeysuckle
Inkom, Idaho, 83245

SHIP TO: Kevin Hall
2043 Honeysuckle
Inkom, Idaho, 83245

******* INVOICE *******

Date of Invoice: 09/5/91

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3500 Feet	Header Tape, 8mil	\$.10/ft	\$350.00
750 Feet	Drip Tube, (.125 inch)	\$.10/ft	\$75.00
200 Feet	Feeder Tube (.375 inch)	\$.08/ft	\$16.00
115	Emitters, 1/2 GPH	\$.35	\$40.25
15	Drip Elbow Junctions	\$3.75	\$56.25
5	Drip T Junctions	\$3.75	<u>\$18.75</u>
			Sub Total: \$556.25
			Idaho State Sales Tax: \$27.81
			Total: \$584.06
Thank You For Your Purchase			



91-16-015
775-4548

HIP Agree. No.

Telephone No.



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WATER RESOURCES
WESTERN REGION

IDAHO DEPARTMENT OF FISH AND GAME
HABITAT IMPROVEMENT PROGRAM
COOPERATIVE AGREEMENT

This agreement entered into this 23 day of April, 1991,
between the Idaho Department of Fish and Game (hereafter the Department)
and Kevin Hall (hereafter the Cooperator)
residing at 2043 N. Honesdale Idaho 83245 in
Rannock County, Idaho, is made in reference to the following facts:

RECITALS

A. Idaho Code Sections 36-409 and 36-414 authorizes the Department to sell upland game and migratory waterfowl stamps and permits and associated artwork to provide funds for enhancing habitat for waterfowl, pheasant, quail, chukar partridge, and gray partridge.

B. The Department will enhance habitat for these species by reimbursing some or all of the costs incurred by persons who cooperate with the Department in improving habitat on their property under the Habitat Improvement Program.

C. Cooperator is a person cooperating with the Department under the Habitat Improvement Program. The lands on which the Cooperator is improving habitat are described or depicted on Exhibit A hereto. These lands are located in Rannock County and owned by Kevin Hall.

NOW THEREFORE, in consideration of the recitals stated above, the parties agree as follows:

AGREEMENT

A. To accomplish the following project (see Exhibit A):

Plant and maintain replacement trees (agreement 90-16-011)
56 N. Honesdale 49 March 1991

B. The Department will reimburse Cooperator for the following costs, not to exceed \$ 38⁰⁰: 25% of cost of trees

C. The Cooperator I pay the following costs: _____

All other costs (\$115)

D. To be reimbursed for agreed costs, the Cooperator must submit an invoice, as well as receipts for supplies and materials purchased, to the following Department representative within 30 days of the completion of the project set forth in paragraph A above: _____

Dean Rose

1345 Benton Rd

Bozeman, ID 83201

E. The Department will reimburse the Cooperator within 30 days after receipt of the project invoice and appropriate receipts and certification by the representative named above that the project has been completed as agreed upon.

F. The Cooperator shall be regarded as an independent contractor and agrees to indemnify and hold harmless the Department and its employees from activities associated with this project, provided, however, that the Department shall be liable for its own negligence and that of its employees.

G. This agreement shall take effect on 25 April, 1991, and shall remain in effect through 25 April 2001. Actual work on this project must begin by 15 June, 1991, or this agreement is terminated.

H. If the Cooperator removes the habitat development, charges for hunting or trespass rights on land covered by this agreement, or if the Cooperator is issued a Shooting Preserve Permit for land covered by this agreement before expiration of this agreement, the Cooperator will be required to reimburse the Department for all funds spent by the Department for development.

I. The covenants and agreements herein shall be binding upon the successors, assigns, heirs, and personal representatives of the parties hereto.

J. The Cooperator agrees that the Department shall have access at all times to inspect the project.

Dean Rose

Date 5/2/91

for Chief, Bureau of Wildlife
Idaho Department of Fish and Game

Kevin D. Hall

Date 4/30/91

Cooperator (ID No. _____)

Date _____