



GOALS: Quality in the Resource Base, Quality in the Environment, and Quality in the Standard of Living by promoting the Proper Development, Wise Use and Conservation of all Natural Resources within the Caribou Soil Conservation District

CONSERVATION AGREEMENT
between
CARIBOU SOIL CONSERVATION DISTRICT
and
J. Emerson Mabey, COOPERATOR

I understand the purpose of the Caribou Soil Conservation District, its objectives and program. Therefore, I apply for technical assistance to help me develop a resource conservation plan and to apply the needed soil and water conservation practices on my land.

THE DISTRICT AGREES:

To provide technical assistance and supervision in making natural resource inventories, evaluations and interpretations necessary to aid the cooperator in making decisions to develop a resource conservation plan for his land.

To provide the cooperator with assistance in the development and implementation of a resource conservation plan by furnishing a copy of a soil survey and land capability map, conservation plan map, and narrative statements interpreting and outlining the proper development, wise use, and conservation of the natural resources.

When requested, the District will provide technical assistance and information in helping to apply the soil and water conservation practices and making any necessary revisions of the resource conservation plan.

THE LANDOWNER/OPERATOR AGREES:

To use his land within its capabilities and treat his land in keeping within its needs.

To develop as rapidly as feasible, with the assistance of the local District, a resource conservation plan for the Landowner/Operator that will be mutually acceptable to him and the District.

To carry out his plan to the best of his ability.

To apply the necessary soil and water conservation practices as rapidly as his resources will permit.

To maintain all conservation practices and structures in an effective condition which the District helped put into effect on the operating unit.

IT IS FURTHER AGREED:

The provisions of this agreement are understood by the Landowner/Operator and the District and neither the District nor the cooperator will be liable for the damage to the other in connection with the installation of structures or other conservation measures unless such damage is caused by negligence or misconduct.

This agreement will become effective on the date of the last signature and will remain in effect until either party gives written notice of cancellation or there is a change in ownership. However, the cooperator agrees to inform the new owner of the existing conservation farm plan for the farm and to advise him of assistance he may receive from the District as a cooperator in connection with the resource conservation plan.

Location Hatch

Acres _____

Signature of Cooperator Emerson Mabey B. Samuel

Date 9/18/86

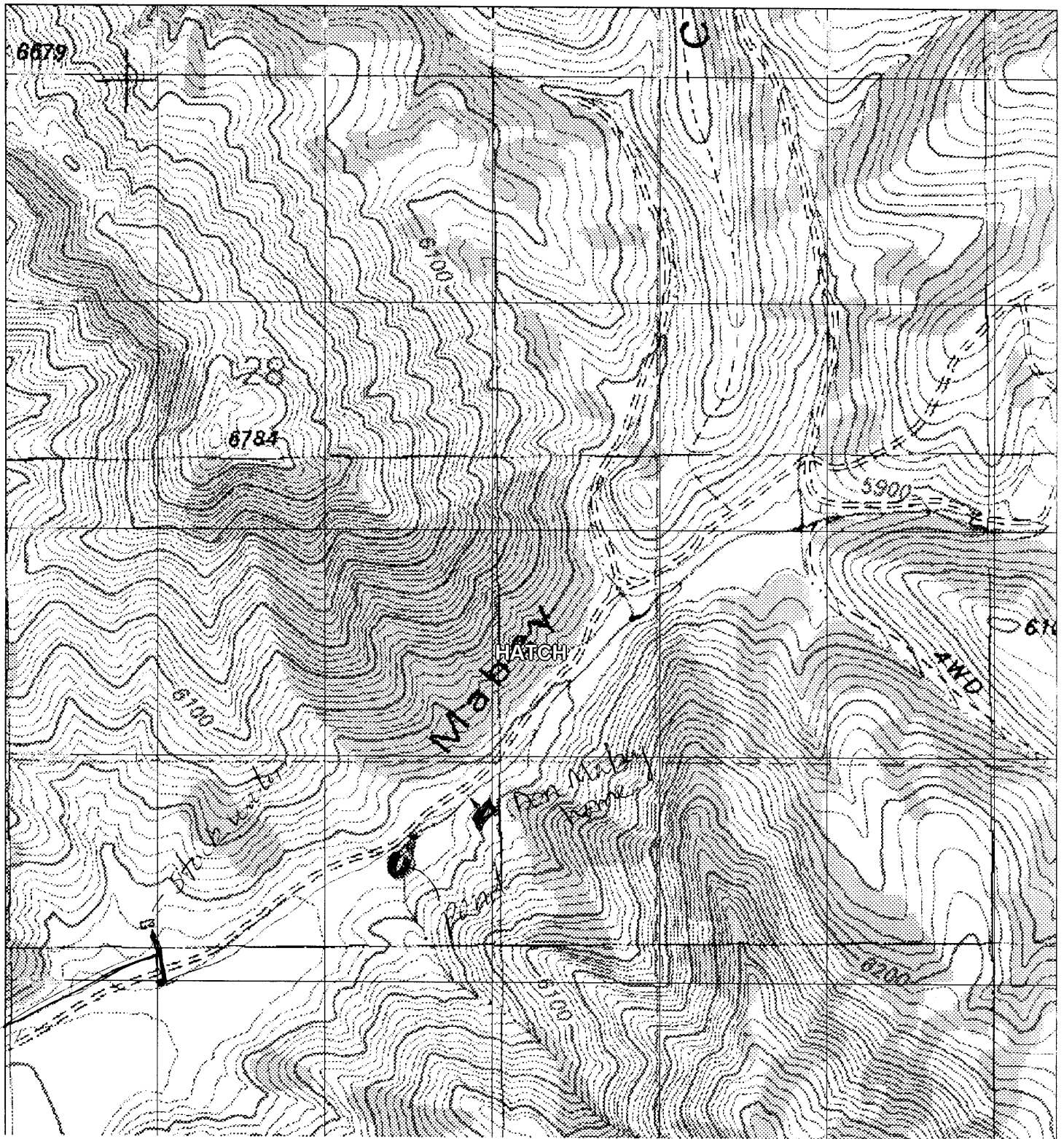
Mailing Address _____

Witness John H. Kendrick

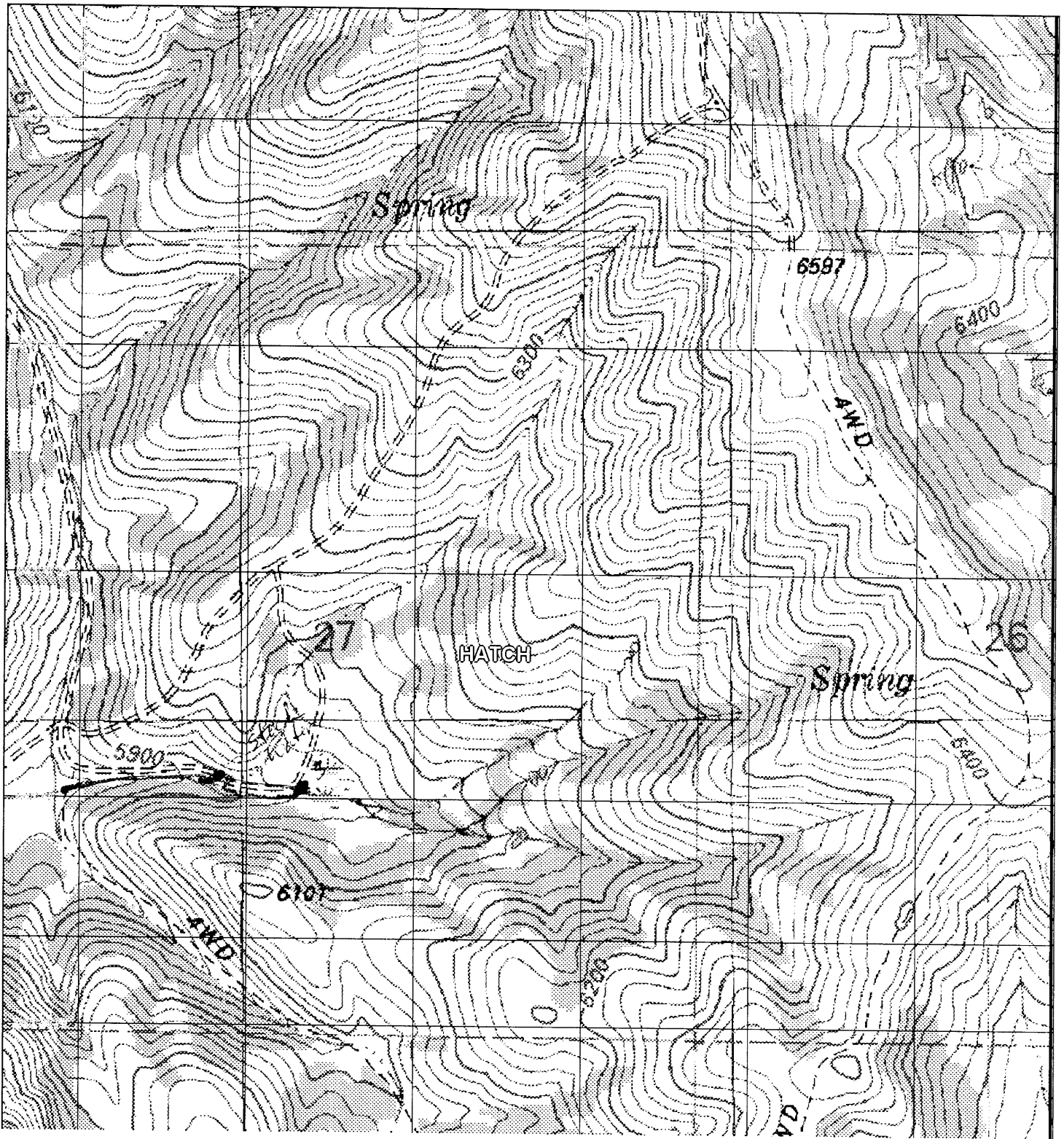
Date 9/29/86

Signature of Caribou Soil Conservation
Board of District Supervisors [Signature]

Date 9/29/86



47:324



VDP 18.0

WR5809NP
No. 29-04173

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 05/17/01
PAGE: 1

OWNER CODE: C
NAME & ADDRESS: J. EMERSON MABEY
BANCROFT ID 83217
PRIORITY DATE: 04/22/1892
WATER USE: IRRIGATION
USE PERIOD FROM: 04/01 11/01
DIVERSION RATE: 1.200 CFS
DIVERSION VOLUME: 1.200 CFS
TOTAL DIVERSION: 1.200 CFS

Water Source: MONROW SPRINGS

Tributary to: SINKS

Point(s) of Diversion: T07S R40E S33

Stage: STATUTORY CLAIM

NE

SE

SW

Place of use Legal Description for: IRRIGATION
NENE NWNE SWNE SENE : NENE NWNE SWNE SENE : NENE NWSE SWSE SESE : SUM
T R S : Lt Ac Lt Ac Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac : SUM
07S 40E 33 : 10 20 : 10 : 20 : TOTAL ACRES : 60.0

Pou County: CARIBOU

Dates: App. Received: 04/22/1892
Proof Due Date:
Exam Made Date:
Exam Sent to S.O.:

Misc: Water District Number: Field Exam Fee:

Audit: 03/12/85 05/22/88 CONVERT

IDAHO

U.S. Dept. of Agriculture

Prepared:01/24/2002

CARIBOU

Farm Service Agency

Crop Year:2002

Report ID: FSA-156EZ-R001

Abbreviated 156 Farm Record

Page: 1

OPERATOR: Name & Address	FARMLAND	CROPLAND	AG USE LAND	EFF AG USE LAND	FARM DESCRIPTION	STATUS
J EMERSON & ADA MARIE FAMILY TRUS PO BOX 130 BANCROFT	1071.0	336.9	336.9	23.8	NONE	ACTIVE
ID 83217 0130						

FARMS ASSOC. WITH OP: 1229

OTHER PRODUCERS ASSOCIATED WITH FARM:
NONE

CRP Cropland: 313.1 CRP MPL: .0

CRP Contract No.: 415

RECON. REF. NO.: A00339

FAV HISTORY: N

CROP	CONTRACT ACREAGE	DBL.CROP AVG.	CRP REDUCTION	CRP PENDING	PYMT YLD
WHEAT	23.8	.0	.0	.0	30

No. of Tracts: 1

Year: 2002

TRACT NO.	FARMLAND	CROPLAND	AG USE LAND	CRP CROPLAND ACRES	WBP ACRES	EFF AG USE	CRP MPL ACRES
1856	1071.0	336.9	336.9	313.1	.0	23.8	.0

CROP NAME	PFC ACRES	PFC TRACT YIELD	CRP-15 REDUCTION ACRES	CRP TRACT YIELD	CRP PENDING ACRES	AVG DBL-CROPPED ACRES
WHEAT	23.8	30	0.0	0	0.0	0.0

Photo Grid Descr: T 765 7-40-22,27,31,32,33,34 Map E8B,D9B,E9A,E10A HEL 027 A027 WL CW FW PC AW MW PCW MG RW CWTE CWNA
Y Y Y N N N N N N N N N N N

OWNER 1 - J EMERSON & ADA MARIE FAMILY TRUS

T7S R40E Sec. 22, 27, 31, 32, 33, 34

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Caribou County FSA
159 E 2 S, #1
Soda Springs ID 83276

1. ST. & CO. CODE & C/D

16 029

2. SIGN-UP NUMBER

15

3. CONTRACT NUMBER

150 415

4. ACRES FOR ENROLLMENT

313.1

5. FARM NUMBER

1230

6. TRACT NUMBER(S)

1856

8. OFFER (Select one)

STANDARD

XX

9. CONTRACT PERIOD

FROM (M/D/Y)

10-1-97

TO (M/D/Y)

9-30-2007

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre

\$ 40.00

12. Identification of CRP Land

B. Annual Contract Payment

\$ 12,524.00

A. Tract No.

B. Field No.

C. Practice

D. Acres

E. Total C/S

C. First Year Payment

\$ n/a

1856

1

CP-10

91.5

0

(Item 11C applicable only to continuous signup when the first year payment is prorated.)

1856

2

CP-10

22.1

0

1856

3

CP-10

12.6

0

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

Ada Marie Mabey

PO Box 130

Bancroft, ID 83217

B. OWNER NAME AND ADDRESS

SOCIAL SECURITY NUMBER

520 07 6861

SIGNATURE

DATE

100% Ada Marie Mabey

3/19/97

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

%

C. NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

%

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

DATE

NOTE:

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

☐ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy ☐ NRCS Copy

4P-1 Continuation**USDA-ASCS**

1. cot

T8

2. SIGNUP NO.

15

**CONTINUATION TO THE CONSERVATION RESERVE PROGRAM
(CRP) CONTRACT**

3. FARM NO.

1230

4. PAGE

2 OF 2

5. IDENTIFICATION OF CRP LAND

[illegible]

CONSERVATION PLAN SCHEDULE OF OPERATIONS

[illegible]

U.S. DEPARTMENT OF AGRICULTURE
Soil Conservation Service

SCS-CPA-11B
(3-86)

PAGE

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

2 OF 2

NOTE The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 590h(b) (Agriculture Conservation); 16 U.S.C. 590p(b) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 33 U.S.C. 1288 et seq. (Rural Clean Water); The Food Security Act of 1985, Public Law 99-198; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1. NAME		2. COUNTY		3. STATE		4. CONTRACT OR AGREEMENT NO.		5. TOTAL ACRES UNDER CONTRACT				
Emerson Mabe		Caribou		Idaho				141.4 ac				
ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST-SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)					REF. NO.	
						19	12	13	14	15		16
6	7											
Total Cost-Share by Year:												
Total Contract Cost-Share:						\$ 6504.40						

- NOTES:**
- A. All items numbered in column 6 must be carried out as a part of this contract to prevent violation.
 - B. When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
 - C. Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
 - D. All cost share rates in column 11 are based on average cost with the following exceptions:
 AA = Actual costs not to exceed average cost.
 FR = Flat rate.
 NC = Non cost-shared.
 AM = Actual cost not to exceed a specified maximum.
 Modifications will be referenced by number in column 17.
 - E. By signing, the participant acknowledges receipt of this conservation plan including the SCS-CPA-11 and SCS-CPA-11B and agrees to comply with the terms and conditions hereof.

18. CERTIFICATION OF PARTICIPANTS			
SIGNATURE	DATE	SIGNATURE	DATE
<i>Robert A. Clark</i>	6 May 87	<i>Robert A. Clark</i>	6 May 87
19. REVIEWING OFFICIALS SIGNATURES			
DISTRICT CONSERVATIONIST	TECHNICAL ADEQUACY CERTIFICATION	DATE	APPROVED BY (Signature of Conservation District Representative)
<i>Robert A. Clark</i>		6 May 87	<i>Robert A. Clark</i>
		DATE	DATE
		6-5-87	6-5-87

CONSERVATION PLAN SCHEDULE OF OPERATIONS

[illegible]

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

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NOTES

1. NAME		2. COUNTY		3. STATE		4. CONTRACT OR AGREEMENT NO.		5. TOTAL ACRES UNDER CONTRACT		
Emerson Mabey		Caribou		Idaho		87-13		281.5 Ac		
ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST-SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)				REF. NO.
6	7		9	10	11	1987	1988-96	19	19	19
		Total Cost-Share by Year:				\$ 12,949.00	\$	\$	\$	
		Total Contract Cost-Share: \$ 12,949.00								

NOTES:

- A. All items numbered in column 6 must be carried out as a part of this contract to prevent violation.
- B. When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
- C. Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
- D. All cost share rates in column 11 are based on average cost with the following exceptions:
- AA = Actual costs not to exceed average cost.
- FR = Flat rate.
- NC = Non cost-shared.
- AM = Actual cost not to exceed a specified maximum.
- E. Modifications will be referenced by number in column 17.
- F. By signing, the participant acknowledges receipt of this conservation plan including the SCS-CPA-11 and SCS-CPA-11B and agrees to comply with the terms and conditions hereof.

18. CERTIFICATION OF PARTICIPANTS

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
Emerson Mabey	7/15/86	David Maden	7/15/86		
19. REVIEWING OFFICIALS' SIGNATURES					
DISTRICT CONSERVATIONIST-TECHNICAL ADEQUACY CERTIFICATION		DATE		APPROVED BY (Signature of Conservation District Representative)	
John H. Hensley		7/15/86		David Maden	
				9-18-86	

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T. 1856

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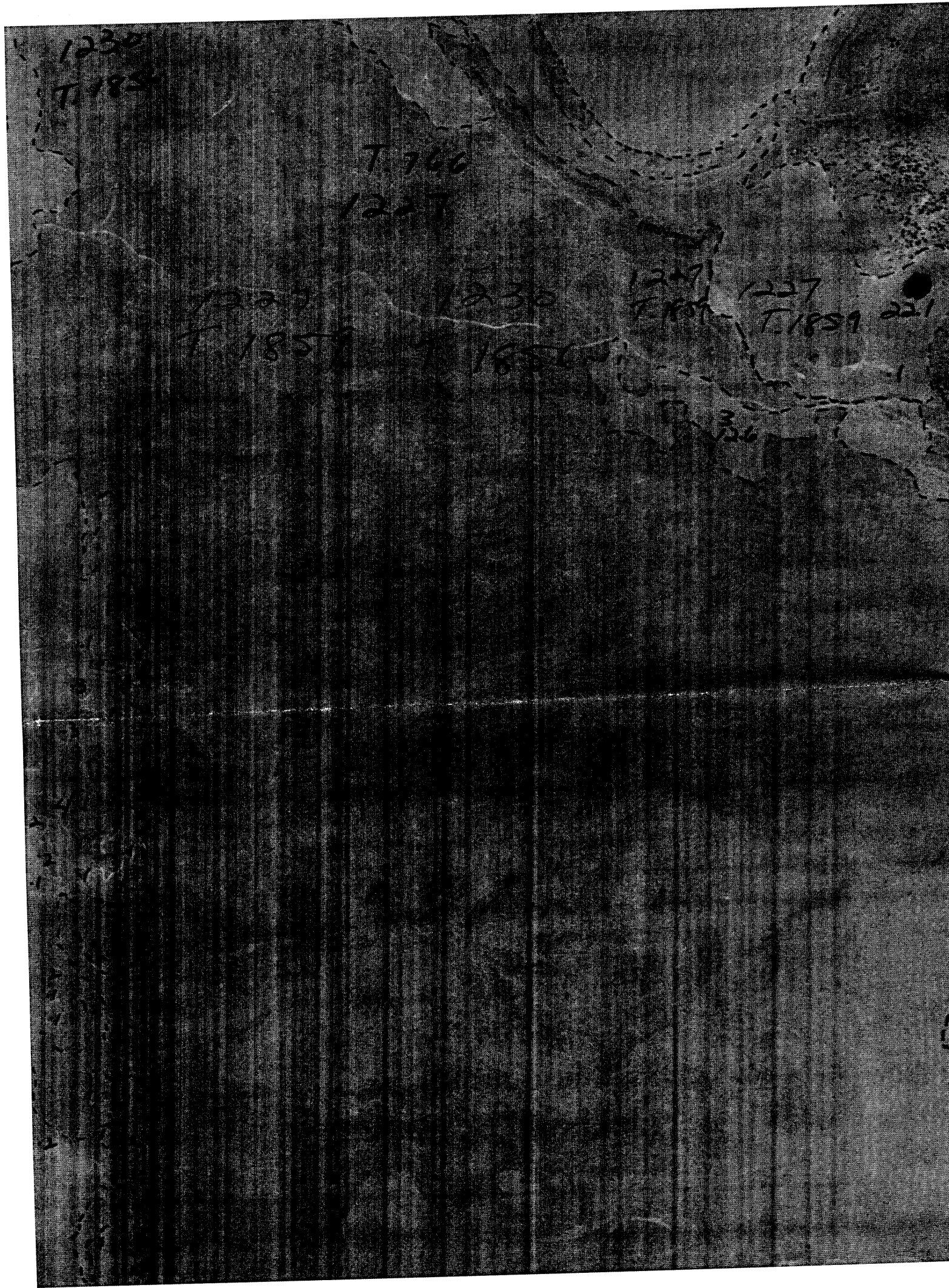
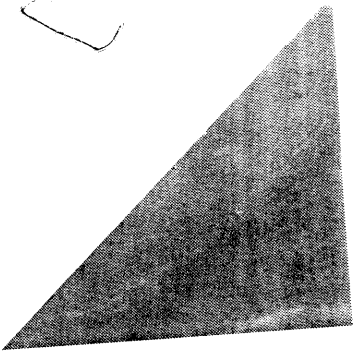
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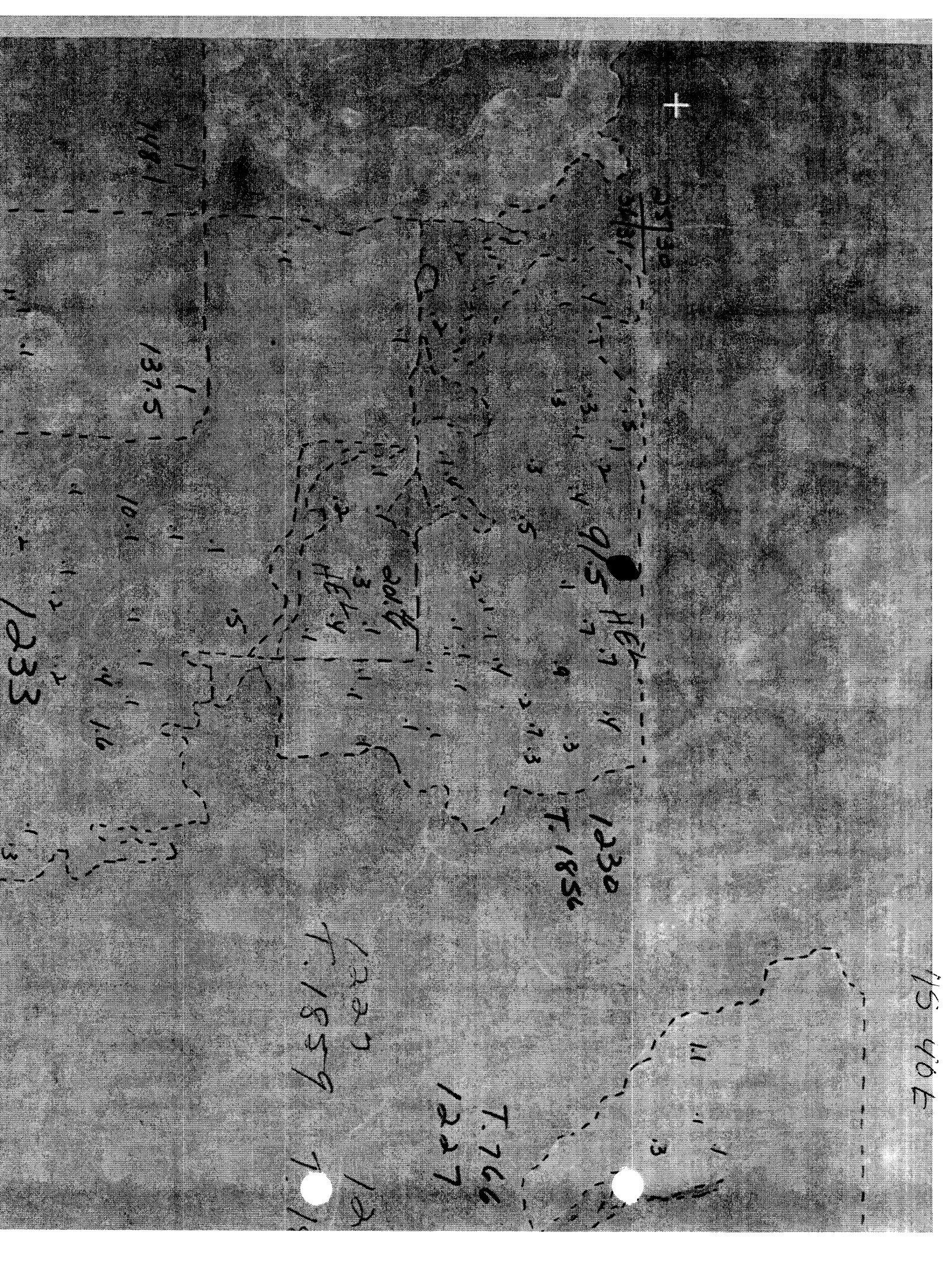
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T. 1859

T. 766
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T. 1856





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 28, 2001

A29-4173

Ada Marie Mahey

P.O. Box 130

Bancroft, ID 83217

REF: Snake River Basin Adjudication (SRBA)

SUBJECT: CRP Contract

Dear Claimant(s):

The Idaho Department of Water Resources has recently begun its water right review in Basin 29. The Notice(s) of Claim identified with the number shown **above in the "address" label** has been filed in the Snake River Basin Adjudication (SRBA).

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. A field examination to verify items in the Notice will be conducted by Department personnel as soon as the weather permits. I was able to visit some of you this year before the snow arrived. While waiting for the weather to cooperate again I would like to collect some of the necessary documentation needed to recommend your claim to the SRBA court. The statute (42-104) requires the water be put to beneficial use to have a valid water right. One exception to the statute is if the land has been put into CRP. But evidence must be submitted to the Department of Water Resources to retain the water right otherwise the water right will not be recommended to the SRBA court.

If you have previously irrigated land that has been put into CRP, I would appreciate it if you could send me a copy of the contract when the land was put into CRP for my records, **by March 1, 2002. If you do not have any land in CRP please disregard this notice.** With no response from you, we will assume that you do not have any land in CRP. You may contact either the Farm Service Agency (FSA) or Natural Resource Conservation Service (NRCS) in Soda Springs at 547-4396 for a copy of the contract.

- 1 -

Please feel free to contact me in Soda at (208) 547-3993 if you have any additional questions. Have a safe and happy holiday.

Sincerely;

Cindy E. Bird
Adjudication Bureau

- 2 -