

The Times-News

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Year No. 175

Friday, June 24, 2005

50 cents

...the mountains, rivers and canyons we've be hard to beat. Please see ROADLESS, Page A2

In
ews

Former Klansman gets 60 years in slayings

The Associated Press

PHILADELPHIA, Miss. — Former Ku Klux Klansman Edgar Ray Killen was wheeled before a judge Thursday, an 80-year-old relic of Mississippi's hate-filled past, and sentenced to 60 years in prison for the 1964 slayings of three civil rights workers.

Killen sat in his wheelchair in a bright yellow jail uniform and stared straight ahead, stone-faced, offering no remorse and no explanations, as Judge Marcus Gordon gave him the maximum and closed one of the most shocking chapters in the movement to end segregation across the South.

"Each life has value. Each life is equally as valuable as the other life and I have taken that into consideration," the judge said. "The three lives should absolutely be respected and treated equally."

In imposing the prison term,

Please see SENTENCE, Page A2



Betty Jo Killen, left, visits briefly with her husband, Edgar Ray Killen, as he is taken out of the Philadelphia, Miss., courtroom after being sentenced to three consecutive 20-year terms in prison for each count of manslaughter for masterminding the 1964 slayings of three civil rights workers.

AP photo

A&B Irrigation District can no longer reuse runoff

By Michelle Dunlop
Times-News writer

BOISE — A&B Irrigation District can no longer recapture its runoff irrigation water and use it to water additional property, the Idaho Supreme Court says.

The irrigation district has collected runoff water in ponds and reused the water to irrigate 2,363 acres over the objections of the state as well as groundwater districts like Aberdeen-American Falls. The state and Aberdeen-American Falls contend those 2,363 acres are not covered under A&B's original water right, which allows the district to irrigate about 62,604 acres of land in Jerome and Minidoka counties.

"They put this water on lands that were not under their permit," said Jeffrey Fereday, attorney for Aberdeen-American Falls.

The attorney for the A&B dis-

- **Last we knew:** The Idaho Supreme Court listened to arguments in a case between A&B Irrigation District and the Aberdeen-American Falls Ground Water District, among others, over A&B's use of runoff irrigation water.
- **The latest:** The court affirmed a district court ruling that precluded A&B from using its excess water to irrigate additional land.
- **What's next:** A&B's water rights for roughly 2,363 acres that are not covered under its original right will receive a 1994 water priority date.

trict did not return messages left by *The Times-News*.

The law states that water can

Please see IRRIGATION, Page A2

...E13
...E2-20
...B7
...E4
...B8
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...E4
...B1
...D6
...C7
...A3,B4
...B2
...A5
...B8
...D1
...A2
...C1
...A3,B6



The development program at issue in Thursday's case, London, Conn.'s plan to turn 30 acres of waterfront land into office buildings, upscale housing, a marina, and other facilities near a new \$300 million research center being built by pharmaceuticals giant Pfizer, was also expected to generate hundreds of jobs and, city officials say, \$680,000 in property tax revenue.

New London, with a population of about 24,000, is reeling from the 1996 closing of the Naval Undersea Warfare Center, which had employed more

... was at issue in Thursday's case. London, Conn.'s plan to turn 30 acres of waterfront land into office buildings, upscale housing, a marina, and other facilities near a new \$300 million research center being built by pharmaceuticals giant Pfizer, was also expected to generate hundreds of jobs and, city officials say, \$680,000 in property tax revenue.

Scott Bullock, an attorney for the Institute, said that the only recourse for property owners facing condemnation under eminent domain would be to sue in state court based on the property rights provisions of each state's constitution.

Irrigation

Continued from A1

be reused on the same acres on the irrigation district's permit — not additional acres, Fereday said.

Changes in irrigation practices over the years enabled farmers to irrigate more acres with the same amount of water. The state recognized this in the 1990s and moved to have irrigation districts give illegally irrigated water a priority date over the water from American Falls.

A&B has maintained that it "is entitled to use waste or drain water so long as it is put to beneficial use, even if a junior appropriator has been using the same water for some time," according to court documents.

The district also argued that the recaptured water no longer qualifies as groundwater once it collects in A&B's ponds and, thus, its water rights should be handled differently.

"The thrust of A&B's position is that even though water originates as groundwater, the water

is legally and factually changed once collected in A&B's drainage system," the court said.

If A&B wants to treat the water in its drainage pools as something other than groundwater, the court said, the district would need to seek a new water right for that source to use it on the 2,363 acres.

Given the current status of the Eastern Snake River Plain Aquifer, the irrigation district wouldn't stand much of a chance of obtaining a new water right.

The Supreme Court agreed with groundwater users and the state that "should A&B find itself in the unique situation of having more excess drain and/or waste water than it can reuse on its appropriated properties, Idaho water law requires the district to diminish its diversion."

Times-News reporter Michelle Dunlop can be reached at 735-3237 or by e-mail at mdunlop@magicvalley.com.

"... would be a life sentence." The judge asked if Killen had anything to say.

"None, your honor," he said. The Baptist preacher and sawmill operator was convicted of manslaughter Tuesday, exactly 41 years after the three civil rights volunteers were killed while working in Mississippi to register blacks to vote.

The victims — black Mississippian James Chaney and white New Yorkers Michael Schwerner and Andrew Goodman — were beaten and shot by a gang of Klansmen, and their bodies were found 44 days later buried in a red-clay dam.

Witnesses said Killen rounded up carloads of Klansmen to

across the country, exposed the death of Southern resistance to integration, and helped speed passage of the landmark Civil Rights Act of 1964; the case was dramatized in the 1988 movie "Mississippi Burning."

On Thursday, Killen was brought before the judge in the wheelchair he has used since he broke his legs in a logging accident in March. He was not breathing through an oxygen tube, the way he was when the verdict was read.

During the sentencing, more than 25 armed law-enforcement officers stood against the walls of the 200-seat, oak-paneled courtroom, with Killen's relatives on one side of the aisle

Roadless

Continued from A1

"None of us know what the outcome will be," said the Republican governor, who in 2001 led a state lawsuit against the Forest Service over Clinton's roadless rule.

"If we do not have any suggestions of any changes to an existing forest plan, that's what I'm going to submit," he said.

"Governor Kempthorne is sending a clear message that we can work together to cooperatively conserve inventoried roadless areas within our national forests," Agriculture Secretary Mike Johanns said in a news release. "USDA is committed to working closely with leaders in Idaho and in every state that contains roadless areas to determine the best course of action."

Colorado Gov. Bill Owens has appointed a task force to gauge public opinion on roadless areas.

Governors of Utah and some other western states are opting

not to petition for changes in existing forest plans.

The process has been criticized in Montana and Wyoming as an expensive exercise for cash-strapped states who still must get approval from the U.S. Department of Agriculture to alter national forest land uses.

Because of litigation and the Clinton-era prohibition on development, Forest Service plans to open some roadless areas to vehicles and industry have been in limbo since they were drawn up after a round of public input more than a decade ago.

Those plans called for protecting 1.37 million acres of federally designated wilderness in Idaho, prohibiting road building on 2.28 million acres and opening 5.66 million acres to timber harvesting, mining, oil and gas wells and motorized recreation.

Industry officials applauded

Cotterel

Continued from A1

tives listed in the BLM's document. If approved and built, the proposed project could produce up to 200 megawatts of clean renewable energy, which is enough to provide electricity to approximately 40,000 homes.

A team of specialists from the BLM, assisted by an environmental consulting firm and other cooperating agencies, prepared the document analyzing the potential effects of the project. The outcome of the review will determine the direction the proponents, Boise-

based Windland Inc. and She Wind Energy Inc., may take in potentially installing wind turbines along the Cotterel ridge.

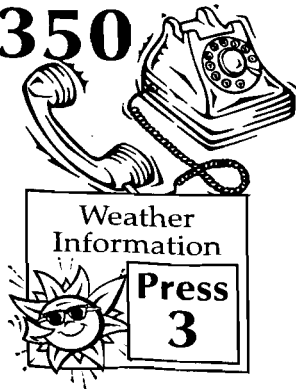
Copies of the document have been mailed to key contacts, interested groups and individual. The draft environmental impact statement also will be available at local public libraries and selected BLM offices around the state.

Additional copies are available upon request, either in paper copy, compact disc, or online at www.id.blm.gov/planning/cotterel.

The Times-News **NEW** Information Line

735-3350

Lottery and Weather Information are just a phone call away!



... or check out our website: magicvalley.com

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735-3302

420-1259

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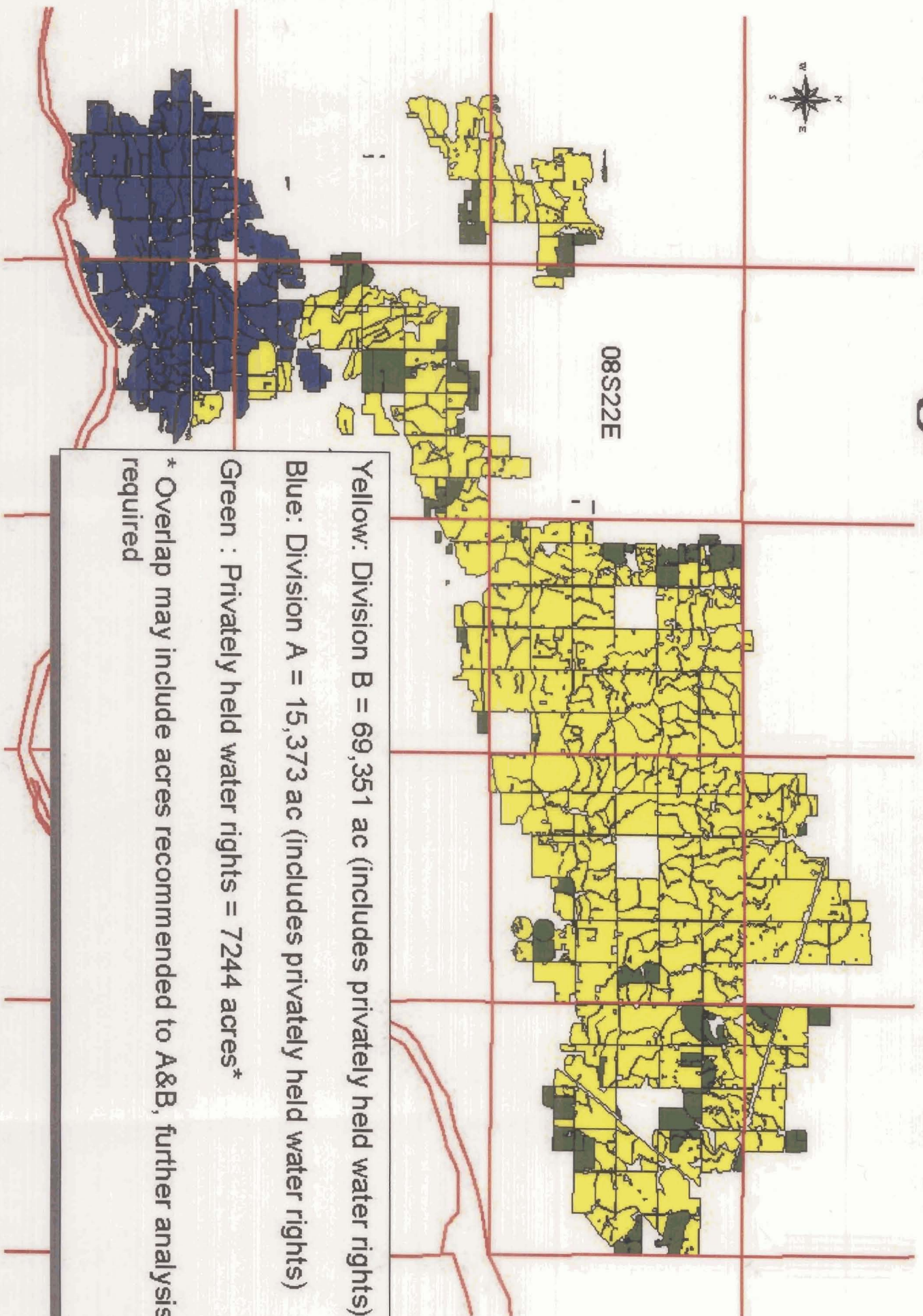
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A & B Irrigation District Divisions



Yellow: Division B = 69,351 ac (includes privately held water rights)
Blue: Division A = 15,373 ac (includes privately held water rights)
Green : Privately held water rights = 7244 acres*

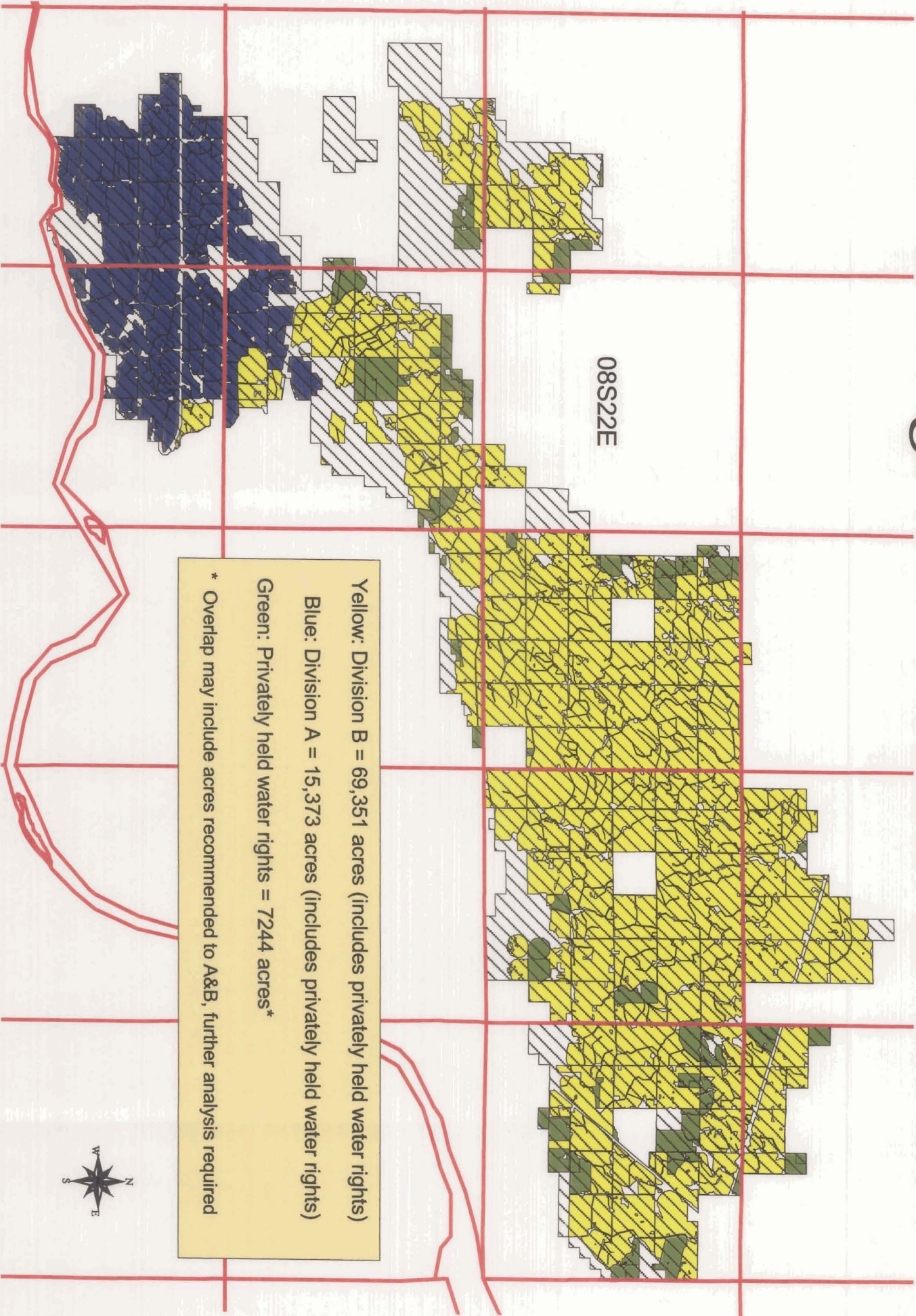
* Overlap may include acres recommended to A&B, further analysis required

A & B Irrigation District Divisions

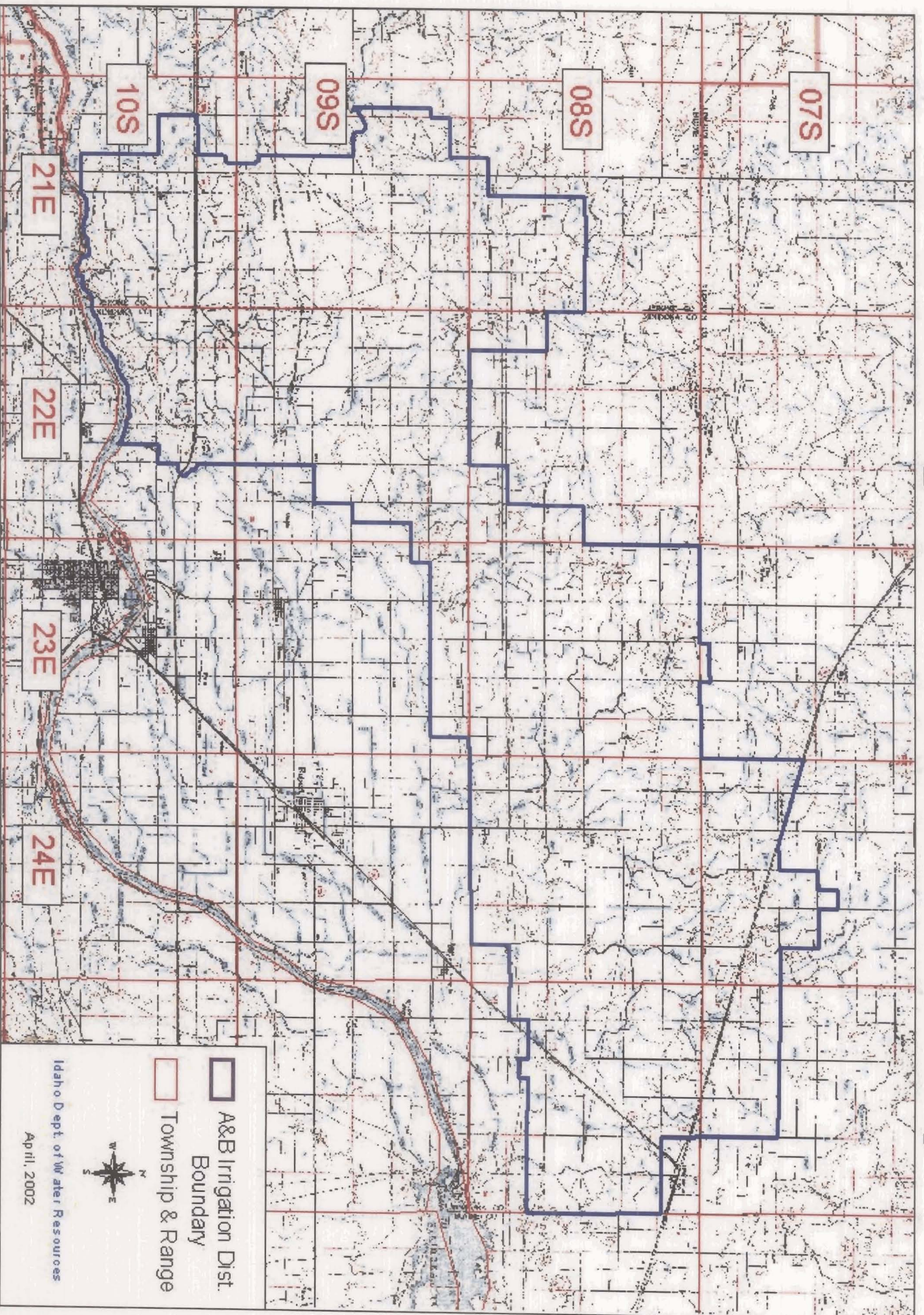
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Blue: Division A = 15,373 acres (includes privately held water rights)
Green: Privately held water rights = 7244 acres*

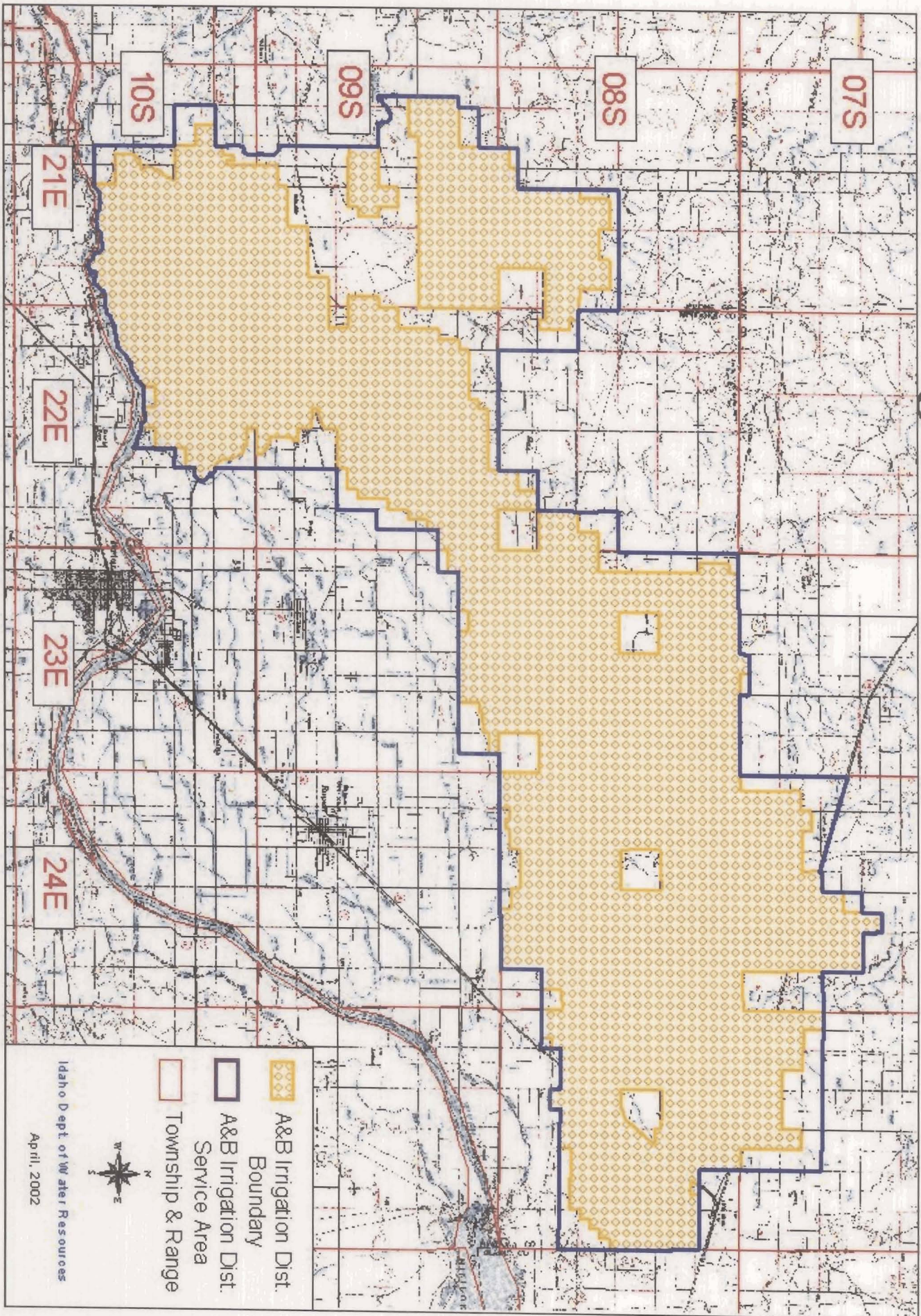
* Overlap may include acres recommended to A&B, further analysis required



A & B Irrigation District Boundary



A & B Irrigation District Service Area



Jones, Doug

From: Shaff, Don
Sent: Friday, May 10, 2002 12:11 PM
To: Jones, Doug
Cc: Spencer, Nick
Subject: RE: Background for A&B question

My reaction is EXPlanatory Remark. The PODs described do not directly to the relift pumps from the drains. One of the advantages for an irrigation district is the ability to use and re-use water within the boundaries of the district until such time as they lose control of the water to reuse it.

A case in point of losing control is hypothetically the district is using a drain to collect sub-flow water from fields and to carry water away from the canal or lateral for the purpose of delivering water through the system. As the drain leaves the district without further controlling means (e.g., a pump or ditch) by the district further downstream, a farmer in the district wants to appropriate some of the drain water by means of her own pump. From my understanding of the law, the Dept could issue the farmer a permit to appropriate the water albeit still within the district.

The fact A&B has a number of controlling works to use drain water has nothing at all to do with diverting ground water from the point described in the points of diversion listed. For this reason, the EXPlanatory remark merely acknowledges A&B may collect and re-use water once diverted from the original source but the water is not taken from a source that has public water. The water A&B may re-use is water already appropriated by them.

Don
dshaff@idwr.state.id.us
208/327-7932

-----Original Message-----

From: Jones, Doug
Sent: Friday, May 10, 2002 11:17 AM
To: Shaff, Don
Subject: Background for A&B question

Don,

The question I mentioned in our phone call this morning is with respect to the correct location/type of remark for the A&B Irr Dist rights. The remark reads: "Relift drain pumps used within the boundaries of the district for reuse of return flow". Dala and Ling want it on each right. My 10/2001 drafts did not have it and thus their input to Nick dated 11/2001.

The following is an excerpt from a message earlier this week to Nick:

"I think I had the remark classed as a POD-type in the original ADR based on the amended claims. This would cause the remark to print in the body of the recommendation along with the numerous well locations. It was not on the original recommendations from 1992. I do not believe the POD legal descriptions involve these relift pumps.

My quandary is whether the remark is a POD remark or an Explanatory remark. The difference being that the Explanatory-type remark would not appear on the decree, but would appear on the ADR. I need to get with Don, and maybe Dave, to understand where the remark belongs. If the remark is informational and does not elaborate on the recommended element (in this case POD) then I believe it would be appropriate as an Explanatory remark."

What do you think?

Thanks.

Doug

Jones, Doug

From: Dala Walton [DWALTON@pn.usbr.gov]
Sent: Thursday, November 01, 2001 3:54 PM
To: Djones@idwr.state.id.us
Subject: A&B Irrigation District Amended Director's Reports

Doug

Kathleen and I were just talking to Nick Spencer. We have noted and Nick agreed the relift remark under point of diversion was inadvertantly left off and should be reinserted:

"Relift drain pumps used within the boundaries of the district for reuse of return flow."

On each claim.

OK. Rank in ea rt.
D Jones
5/13/02

4/2002

A & B Irr.

* POD's

→ 36-15127A has the correct 178 POD's

→ Copy into 11 other rights

→ a) Unique POD-IDs, OR

b) Consolidated POD-IDs

→ Add remark for 2 or 3 wells in tract (w/ legal listing)

→ GCDB considerations? (Michael)

* POU's

→ Acre Calc.

2080: 62,604.3

15127A: 1,886.4

15127B: 1,751.5

15192: 36.3

15193A: 12.5

15193B: 18.9

15194 A: 13.7

B: 152.4

15195 A: 52.5

B: 135.6

15196 A: 17.4

B: 4.7

Limit
 $\Sigma = 66,686.2$

← 66,309.9

+ 376.3

Sum 66,305.3
A/B 62,725.5

Limits
1,100 acs
@ 4 AFA = 266,744.8

* Quantity

$\frac{1,100}{66,686.2} = .0165 \text{ acs/ac}$

2080: 1100

15127A: 31.13

B: 28.90

15192: 0.60

15193A: 0.21

B: 0.31

15194 A: 0.23

B: 2.51

15195 A: 0.87

B: 2.24

15196 A: 0.29

B: 0.08

ROGER D. LING
BRENT T. ROBINSON

JASON D. WALKER
TIMOTHY J. SCHNEIDER
ASSOCIATES

LING & ROBINSON
ATTORNEYS AT LAW
615 'H' STREET
P. O. BOX 396
RUPERT, IDAHO 83350-0396

AREA CODE 208
TELEPHONE 436-4717
FAX 436-6804

March 4, 2002

Mr. David Tuthill
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

RE: Boundary of A & B Irrigation District showing
the general description in which the water
rights of A & B Irrigation District are used.

Dear Dave:

I have enclosed a map of the A & B Irrigation District with the boundary marked thereon, showing the general description of the area within which the total number of acres developed by A & B Irrigation District are located as provided by I.C. §42-219. I believe that we are now prepared to proceed with the expansion claims of A & B Irrigation District, reserving only those issues relating to the use of drain water and subrogation claims in regard to the expansion claims. You may recall, the only issue that needed to be resolved by the filing of this map was to insure that the place of use of all the claims by A & B Irrigation District was included within the map area.

Very truly yours,

TRANSCRIBED IN THE ABSENCE
OF ROGER D. LING AND MAILED
WITHOUT HIS PRIOR REVIEW AND
SIGNATURE TO AVOID DELAY.

Roger D. Ling

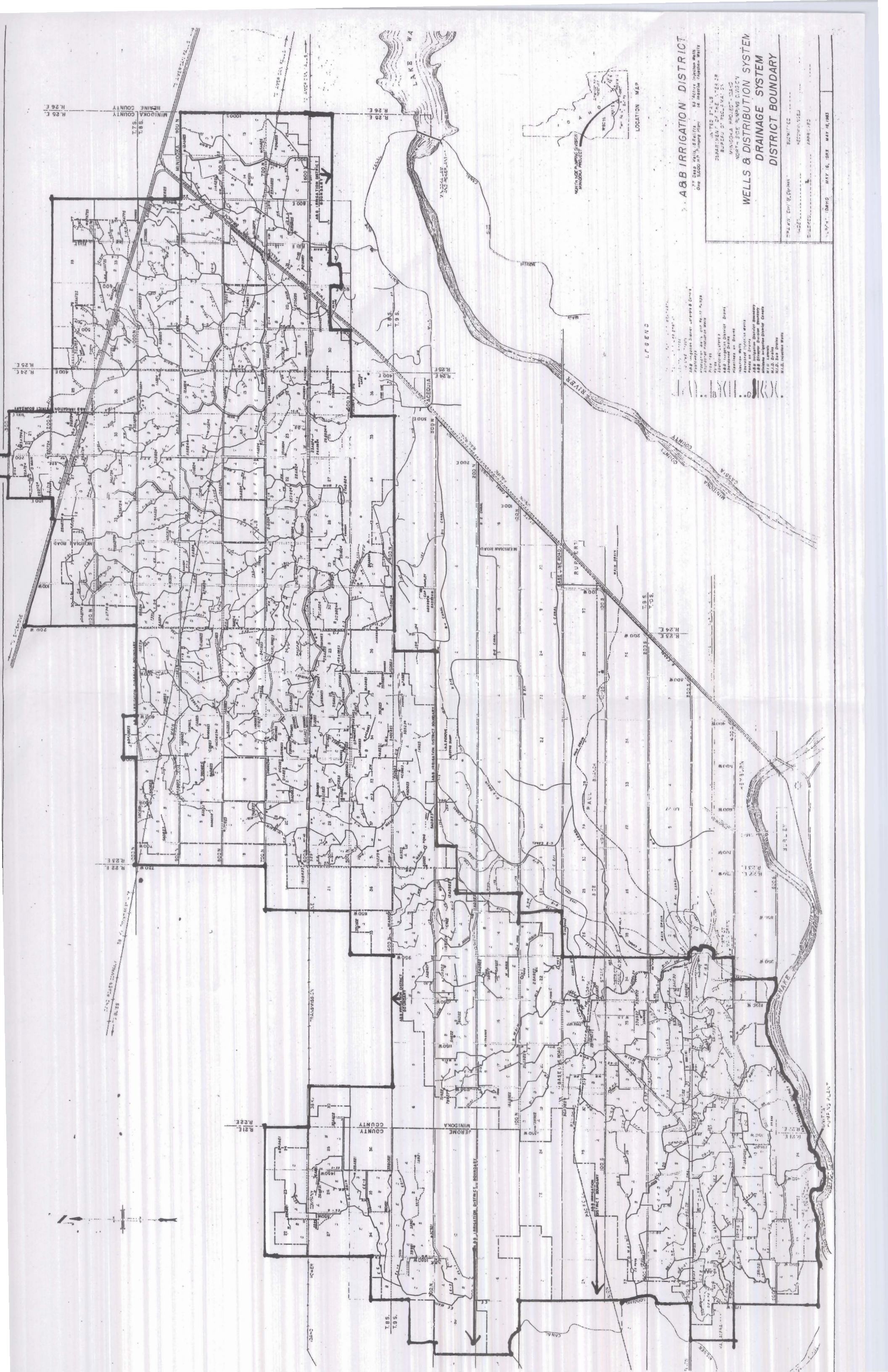
RDL:jb

enc

pc w/pc enc: Mr. Nicholas B. Spencer

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Southern Region



A&B IRRIGATION DISTRICT
WELLS & DISTRIBUTION SYSTEM
DRAINAGE SYSTEM
DISTRICT BOUNDARY

LEGEND

- Active Injection Wells
- Approved Injection Wells
- Approved Distribution System
- Approved Drainage System

LOCATION MAP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
NORTH SIOUX PLUMBS DIVISION
MINIDOKA PROJECT - 134-0

DATE: MAY 16, 1983
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

PROJECT NO. 134-0
SHEET NO. [Number]

DATE: MAY 16, 1983
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

PROJECT NO. 134-0
SHEET NO. [Number]

DATE: MAY 16, 1983
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

PROJECT NO. 134-0
SHEET NO. [Number]

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OCT 24 2001

ROGER D. LING
BRENT T. ROBINSON

LING & ROBINSON
ATTORNEYS AT LAW
615 "H" STREET
P. O. BOX 396
RUPERT, IDAHO 83350-0396

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Department of Water Resources
Southern Region

JASON D. WALKER
TIMOTHY J. SCHNEIDER
ASSOCIATES

October 23, 2001

Nicholas B. Spencer, Esq.
Deputy Attorney General
Idaho Department of Water Resources
1301 North Orchard St.
Statehouse Mail
Boise, ID 83720-9000

RE: A & B Irrigation District Claims
Nos. 36-2080, 36-15192, 36-15127A, 36-15127B,
36-15193A, 36-15193B, 36-15194A, 36-15194B,
36-15195A, 36-15195B, 36-15196A, and 3615196B

Dear Nick:

We have reviewed the October 2, 2001 Recommendations of the Director for the above water rights. It seems to me that the Department, A & B Irrigation District, and the Bureau of Reclamation are the entities with the most extensive knowledge in regard to these claims. For this reason, I am writing only to you, with copies to the Bureau, at this time, in hopes that we can resolve some of the issues. The issues as to individual claims are as follows:

*A1021
Dirg Rec'n is
62,604. No change
from earlier rec'n.*

1. Water Right No. 36-02080 should show a place of use of 62,604.3 acres. (Recommendation shows only 62,604 acres.) The license shows 62,604.3 acres.

OK

*→
Home*

2. Claim No. 36-15194A Recommendation inadvertently shows the place of use as 1,886.4 acres. (The acres for Water Right No. 36-15127A.) The place of use should be 13.7 acres. Also, the name of A & B Irrigation District should be removed from the name element above BOR.

OK
~~0085~~

3. Water Right No. 36-15127B Recommendation shows the place of use of only 1,591.5 acres. The issue in dispute is 160 acres owned by Clyde Harper, described as the SE $\frac{1}{4}$ of Section 5, Township 9 South, Range 22 East of the Boise Meridian. This property has been irrigated pursuant to a drain water permit issued by A & B Irrigation District since 1972. A challenge to the right of Harper, a landowner within the irrigation district, to divert the District drain water for the irrigation of this 160 acres was resolved in the District's favor by the District Court of the Fifth Judicial District of the State of Idaho, In

OK

*No, this
area is NOT
in A&B Body
A&B can't appro-
priate for outside*

*→ Include Harper's 160 ac
after all.*

Nicholas B. Spencer, Esq.
Deputy Attorney General
Idaho Department of Water Resources
October 23, 2001
Page 2

and For the County of Jerome, in the case entitled Magic Valley Dairy Associates v. Harper, et al. I have enclosed a copy of the Second Amended Complaint, Memorandum in Support of Motion for Summary Judgment, Court Minutes, Order Granting Summary Judgment, and Summary Judgment from that case, together with a copy of the Drain Water Permit issued by the Irrigation District. This appears to fall clearly within the enlargement claim statute. We agree that the balance of 300 acres of the acres in the place of use in the claim was properly not recommended.

4. Claim No. 36-15194B Recommendation should recognize that it is a beneficial use claim and not an enlargement claim, as it has as its source recovered waste, seepage and return flow which clearly can be appropriated as surface water by beneficial use in 1968. Therefore, there should be no subordination clause that relates only to enlargement claims.

There are several issues that apply to each and every claim that I believe can be resolved. These issues are as follows:

1. The total number of acres authorized to be irrigated under all of these rights. This total would depend upon the correction to the acres under Water Right No. 36-02080, and the resolution of the acres to be irrigated under 36-15127B.

2. Two points of diversion are inaccurately described. The first is diversion in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 8 South, Range 24 EBM. This diversion is shown as Lot 99. It should be shown as Lot 95. The second is the diversion in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 8 South, Range 25 EBM. This diversion is described as Lot 96, and should be described as Lot 98.

3. When the acres in the place of use have been resolved, we should change the rate of diversion for each beneficial use of less than the original acres so that the diversion rate is consistent with the acres.

4. The source is shown in all claims as "ground water." We have claimed that the source should read "ground water, waste, seepage, and return flow." Before the Special Master, we suggested that at least we should recognize that the subordination provision contained in the enlargement claims is not subject to those enlargement claims in which the water used is drain, waste or return flows. We also urge that the drain water

Source of water is GW & excessive pumping from the State Vol. is provided in total allocated.

Would decrease volume if claim split to sep. GW from SW

And for @ claim.

No change

6686.2

OK

Can fix

use 0.165 @

No change

Nicholas B. Spencer, Esq.
Deputy Attorney General
Idaho Department of Water Resources
October 23, 2001
Page 3

is a separate source and cannot be managed as part of the ground water. This is one of those issues that, unless we have some reference to the source, we desire to reserve our objections.

5. On all of the enlargement claims, the subordination clause should refer to rights acquired prior to July 1, 1985, and not April 12, 1994. I recognize that we have lost this argument before the Special Master, but the Board of Directors wants to reserve the issue for resolution by the SRBA District Court or upon further appeal, if necessary. (Our position on this is that we relied upon §42-1416, Idaho Code, prior to its repeal and the adoption of §42-1426, I.C.)

*NB
change*

It appears to me that most of these issues are either minor corrections that can be made without dispute or issues that can be resolved by negotiations. The issues that cannot be resolved should not prevent the Special Master from making recommendations on all rights, reserving to A & B Irrigation District the right to address the unresolved issues. The issues that we may not be able to resolve relate to the nature of the water right under 36-15194B, the sources of water for each beneficial use and enlargement claim, and the date of rights to which the enlargement claims are subordinated.

After you have had a chance to review these issues with the Department, would you please contact me so that we may discuss the issues and decide whether or not any of the matters can be resolved by further negotiations.

Very truly yours,



Roger D. Ling

RDL:jb

encs

pc: A & B Irrigation District
pc w/enc: Kathleen Carr
Dala Walton

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OCT 24 2001

Department of Water Resources

LING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
TOEBALING BUILDING
POST OFFICE BOX 396
RUPERT, IDAHO 83350
TELEPHONE NO. 436-4717

Attorneys for A & B Irrigation District

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

- - - - -

MAGIC VALLEY DAIRY ASSOCIATES,)
Plaintiff,)

Case No. 7072

vs.)

MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT

CLYDE G. HARPER and VONDA)
HARPER, husband and wife, and)
A & B IRRIGATION DISTRICT,)
Defendants.)

- - - - -

This action was commenced by plaintiff based upon an alleged interference with a water right of plaintiff by defendants. Certain uncontroverted and undeniable facts appear from the affidavits submitted on behalf of the defendants in support of their Motion for Summary Judgment. Plaintiff alleges a water right pursuant to a license issued by what is now known as the Department of Water Resources, for the diversion of water from the EE Main Drain. The EE Main Drain is part of the irrigation system constructed by the United States under the Reclamation Act in the development of what is commonly known as the North Side Pumping Division of the Minidoka Project. The only water in the drain, except flood waters in the early spring of each year, is irrigation waste water from the irrigation of lands within A & B

Irrigation District and which are a part of the North Side Pumping Division of the Minidoka Project. The irrigation waste water from approximately 4,300 acres located within A & B Irrigation District is collected by the EE Main Drain and its tributaries, which land is irrigated from deep well pumps operated by A & B Irrigation District under a water license held by the United States of America for the lands within A & B Irrigation District. Plaintiff asserts a right to divert water from the EE Main Drain at a point on said EE Main Drain outside of the boundaries of A & B Irrigation District and therefore beyond the control of A & B Irrigation District. Since the construction of the irrigation works and the irrigation of the land served by the EE Main Drain, the United States and A & B Irrigation District have issued at least nine drain permits, authorizing irrigation waste water in the EE Main Drain to be diverted within the boundaries of A & B Irrigation District and A & B Irrigation District collects assessments for this water allowed to be diverted from the EE Main Drain within A & B Irrigation District. Said permits have been issued from time to time since 1959. The water pumped from wells and placed upon the lands within A & B Irrigation District is under the control of A & B Irrigation District and remains under the control of A & B Irrigation District until irrigation waste waters, if any, are allowed to leave the boundaries of A & B Irrigation District.

Several legal issues arise from the allegations of plaintiff's Complaint. These issues may be described as follows:

1. The effect of a license issued by the State of Idaho for the diversion and appropriation of irrigation waste water.
2. The rights, if any, of an appropriator of irrigation waste water.

3. The rights of an irrigation district in regard to irrigation waste water collected by the irrigation district from lands being irrigated with water provided by the irrigation district, while said waste water is within the boundaries of the district.

The permit and licensing provisions of the Idaho Code for the diversion and use of the waters of the State of Idaho for beneficial purposes are limited to the use of the public waters of the State. Section 42-202, Idaho Code. In Thompson v. Bingham, 78 Idaho 305, 302 P.2d 948 (1956), the Idaho Supreme Court quoted with approval the following:

"No valid appropriation can be made or prescriptive right acquired by gathering surplus water as it flows over the surface from adjoining property upon which it has been spread for irrigation purposes or by merely accepting and using water when it is allowed to flow in one's ditch by the original owner, who makes exclusive use of it, whenever he chooses to do so." 30 Am.Jur. 611, Sec. 19.

In the case before the court, water has been appropriated by the United States and is spread over lands by A & B Irrigation District pursuant to its contract with the United States for the irrigation of lands within A & B Irrigation District. The surface runoff is collected in a District operated and maintained ditch, known as the EE Main Drain, pursuant to an easement retained by the United States on land formerly owned by the United States. So long as it remains upon lands within the District, the water is under the District's control. It is not public unappropriated water for which the Department of Water Resources has the authority to issue a permit or license.

In Yaden, et al. v. Gem Irrigation District, 37 Idaho 300, 216 Pac. 250 (1923), the Idaho Supreme Court described the nature of an irrigation district's title to water it appropriates. The court said:

"Under the provisions of C.S. Sect. 4350, the legal title to all property acquired by the District by operation of law vests immediately in the District and is held in trust for, dedicated to, and set apart to the use and purposes provided by law."

The court went on to say:

"The appropriation and diversion of waters by the District, through its officers, or the purchase of a system constructed in whole or in part by its funds, becomes the property of the District, and is held in trust for the landowners within it."

In Milner Lowlift Irrigation District v. Eagen, 49 Idaho 184, 286 Pac. 608 (1930) the issue before the court was whether or not an irrigation district could charge an assessment on lands being irrigated with waste water flowing from lands within an irrigation district. The irrigation district did not assert any right to retain or recapture this waste water. The court stated:

"Conceding, without deciding, that either the District or the members of the District from whose lands the waste water flowed onto respondent's land would have the right to retain or even recapture this otherwise waste water (Mabee v. Platte Land Co., 17 Colo. App. 476, 68 P. 1058; Stokey v. Green, 53 Utah, 311, 178 P. 586), there is no allegation that they were intending or attempting to do so, or that respondent by using such water was interfering with their rights. We do not hold that it is necessary for the dominant user to negative abandonment, but to show a right to charge for waste water it is necessary to allege something more than is alleged herein. If waste water comes onto a man's land, he may, if without prejudice to the rights of others, use it."

In Cantlin v. Carter, 88 Idaho 179, 397 P.2d 761 (1964), the appellant sought to appropriate water flowing in a ditch and applied for a permit. The State Engineer granted the permit but later rescinded it when it was discovered that the water had already been appropriated by six persons who co-mingled their water and later took it from the ditch. The appellant then brought suit to enforce his appropriation but the Supreme Court held that the State Reclamation Engineer has no right, power or

authority to grant a permit for the appropriation and diversion of water which has already been appropriated. The court, at 397 P.2d, 766, stated:-

"It is a fundamental concept that under our constitution, water which has already been appropriated is not subject to appropriation by another, unless it has been abandoned by the original appropriator or his successor in interest. Idaho Const. Art. 15, §§ 3, 4, 5. Before any permit to appropriate water to a beneficial use can ripen into a right to use the water, it is basic that the permit holder must show a supply of unappropriated water. Idaho Const. Art. 15, § 3."

As early as 1911, the Idaho Supreme Court in King v. Chamberlain, 20 Idaho 504, 118 Pac. 1099 (1911), discussed the nature of water subject to appropriation. The Supreme Court phrased the issue of the case as follows:

"May water that has been impounded by a landowner wholly upon his own land, by means of dams and dikes and collected from the melting snows and surface water, be appropriated or diverted by any other person for irrigation or other use, under permit from the State Engineer or otherwise, without the consent and against the will of the owner of the land on which such waters are impounded?"

The court held that this question must be answered in the negative. The court reviewed the Constitutional and statutory provisions concerning the appropriation of water in Idaho and stated that:

"Both the Constitution and statute were dealing with public, unappropriated waters of the State as distinguished from private property. The entire legislation of this State, as well as the repeated decisions of this court, has been along the line of encouraging economy in the use of water and collecting and impounding the same. If a man collects and impounds surface and flood waters from his own land before they reach any natural stream or channel and holds the same on his land and premises, the fact that he may not use it for irrigation or any other commercial purpose does not render it any less his property or authorize anyone else to invade his property or appropriate and divert the same. A permit from the State Engineer cannot give any sanction to such a procedure. The State Engineer has no right to grant permits to one man to use another man's property."

Again, in 1922 Justice Alfred Budge in Public Utilities Commission v. Natatorium Co., 36 Idaho 287, 211 Pac. 533 (1922), announced that "The correct principle of law was followed in the case of King v. Chamberlain," supra. Justice Budge stated:

"I am not willing to subscribe to the theory that all waters within the borders of the State, which are found where nature places them, are the public waters or the property of the State, and solely under the control of the State wherever found."

Justice Budge reasoned that if this theory was carried to the logical conclusion, any person could apply to the State Reclamation Engineer for a permit to appropriate water from another person's well, condemn a right of way across the owner's premises to the well and divert any water not being used by the owner of the well. The Justice concluded that this is not a reasonable interpretation of the right to appropriate public waters of the State as fixed by the statutes of this State.

Section 42-107, Idaho Code, provides:

"All ditches now constructed or which may hereafter be constructed for the purpose of utilizing seepage, waste or spring water of the State, shall be governed by the same laws relating to priority of right as those ditches, canals and conduits constructed for the purpose of utilizing the waters of running streams."

In United States v. Haga, 276 Fed. 41 (Idaho D.C. 1921), the court, in addressing this section of the Idaho Code, stated:

"This section neither expressly nor impliedly authorizes citizens to construct ditches to utilize seepage or waste water rightfully under the control of another, any more than it does the construction of ditches to utilize springs already appropriated by another, or the water of a running stream. In any case, whatever may be the classification of the water source, the water must belong to the State. It must be public water subject to appropriation."

In 1923, the Idaho Legislature adopted Section 42-2902, Idaho Code which allows the Boards of Commissioners of drainage districts to file upon and appropriate waters created or made

available for irrigation purposes, by the construction of drainage works within such district, whenever said waters can be applied to a beneficial use upon lands within the district, without impairing prior existing rights. Of course, the drainage district does not appropriate or control the water from which the drain water is created, as does an irrigation district. In Sebern v. Moore, 44 Idaho 410, 258 Pac. 176 (1927), in a case arising prior to the adoption of Section 42-2902, Idaho Code, the Supreme Court of Idaho, in addressing the issue of whether or not water accumulated by a drainage district which had not appropriated the water, could be appropriated by third persons. The court stated:

"We conclude that surface waste and seepage water may be appropriated under the provisions of C.S. Section 5562, subject to the right of the owner to cease wasting it, or in good faith to change the place or manner of wasting it, or to recapture it, so long as he applies it to a beneficial use. (Emphasis added) His control is not dependent upon continuous actual possession, and in the absence of abandonment or forfeiture of his right to its use, he may assert his right, which is not affected by his once having applied it to a beneficial use. United States v. Haqa, (D.C.) 276 F. 41, cited with approval in Ide v. United States, 263 U.S. 497, 44 S. Ct. 182, 68 L.Ed. 407."

In Re Robinson, 61 Idaho 462, 469, 470, 103 P.2d 693, 696, the Idaho Supreme Court stated:

"This court held, beginning with Hard v. Boise City Irr., etc., Co., 9 Idaho 589, 76 Pac. 331, 65 L.R.A. 407, that a water right is real property and may be sold or transferred separate and apart from the land on which it is used and may be made appurtenant to other lands so long as such transfer does not injure other appropriators. This rule has been consistently adhered to. (Citing numerous cases.)"

This quote was approved in Colthorp v. Mountain Home Irr. Dist., 66 Idaho 173, 157 P.2d 1005 (1945), when the court denied relief to the appellant who was seeking to recover damages for crops which would have been grown had appellant had the use

of certain irrigation return flows which had returned to the natural bed of a creek prior to the irrigation district changing the place of use of the irrigation water that had created the irrigation waste water.

Other western states have also recognized the right of an irrigation district to control the irrigation waste water within the boundaries of the district and that said waters are not subject to appropriation. In Barker v. Sonner, 135 Or. 75, 294 Pac. 1053 (1931) the Oregon Supreme Court approved the diversion and beneficial use of waste water on lands outside the irrigation district pursuant to a contract between the landowner and the irrigation district, to the exclusion of other landowners outside the district who claimed the right to use of said waste water pursuant to water permits. The Oregon court stated:

"The irrigation district was justified in availing itself of the use of the channel of Shepard's gulch as a portion of its ditches for the conveyance of water. Kinney on Irrigation and Water Rights, p. 1457. Furthermore an appropriator is justified in recapturing waste water remaining upon his land and in applying it to a beneficial use. In fact it is said that water 'is not waste water so long as it remains upon the land of the original appropriator.' Long on Irrigation (2d Ed.) §89, and Burkart v. Meiberg, 37 Colo. 187, 86 P. 98, 6 L.R.A. (N.S.) 104, 119 Am. St. Rep. 279. It would seem that an appropriator should be commended for recapturing water that has already been used by himself and applying it again in a beneficial manner. Such was apparently the purpose of the resolution which appropriated the channel of Shepard's gulch as a part of the ditches of the irrigation district; in that manner the district took again into its possession much of its fugitive water. Thus it is seen that the water which the plaintiffs claim was not in fact waste water when it entered the defendant's premises, but was conveyed in a channel which was a part of the irrigation district's system of ditches."

The Idaho Legislature, in Section 43-732, Idaho Code recognized the right of an irrigation district to assess any land within the district to which the district furnishes or supplies water for irrigation purposes which is irrigated by a partial,

supplemental or intermittent supply of water from the district, or is irrigated by water of the district which is subject to prior use by other lands within the district. It is also clear that the Board of Directors of an irrigation district organized under the laws of the State of Idaho may enter into a contract with the United States for the operation and maintenance of the necessary works for the delivery and distribution of water therefrom under the provisions of the Federal Reclamation Act and all acts amendatory thereof or supplementary thereto and the rules and regulations established thereunder. Section 43-1803, Idaho Code. In Jensen et ux. v. Boise-Kuna Irrigation District, 75 Idaho 133, 269 P.2d 755 (1954), the Idaho Supreme Court affirmed the lower court's Order requiring the irrigation district to furnish irrigation drain waters to landowners pursuant to contracts entered into between the irrigation district and the landowner, and held that the subject matter of the contract was not ultra vires.

It is respectfully submitted that under the facts and law of this case, that plaintiff's license to use water out of the EE Main Drain after it has left the boundaries of A & B Irrigation District, if valid, is valid only to the extent A & B Irrigation District allows the irrigation waste water collected by it from lands being irrigated with water being distributed by A & B Irrigation District, to leave the boundaries of the irrigation district. It is further respectfully submitted that the water within the boundaries of A & B Irrigation District is under the sole and absolute control of A & B Irrigation District and A & B Irrigation District is entitled to distribute that water to such lands as it may deem appropriate so long as said water is diverted within the boundaries of A & B Irrigation District and is under the control of A & B Irrigation District, and that until

such water leaves the boundaries of A & B Irrigation District, it is not subject to appropriation by plaintiff or any other person.

RESPECTFULLY SUBMITTED this 30th day of April, 1982.

Thomas G. Nelson
NELSON, ROSHOLT, ROBERTSON,
TOLMAN AND TUCKER
Attorneys for Defendants
Clyde G. Harper and
Vonda Harper

LING, NIELSEN AND ROBINSON

By /S/ ROGER D. LING
Roger D. Ling
Attorney for Defendant
A & B Irrigation District

CERTIFICATE OF MAILING

I hereby certify that on the 30th day of April, 1982, I served a copy of the foregoing MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT upon:

Paul M. Beeks
Smith and Beeks
P.O. Box 508
Twin Falls, Idaho 83301

by depositing a copy thereof in the United States mail, postage prepaid, in an envelope addressed to said attorney at the foregoing address.

/S/ ROGER D. LING
Roger D. Ling

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OCT 24 2017
Department of Water Resources

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MAY 24 82
LING AND NIELSEN

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

* * * * *

MAGIC VALLEY DAIRY,)	
)	
Plaintiff,)	Case No. 7072
)	
vs.)	<u>COURT MINUTES</u>
)	
CLYDE G. HARPER and VONDA)	
HARPER, husband and wife, and)	
A & B IRRIGATION DISTRICT,)	
)	
Defendant.)	

* * * * *

The Motion for Summary Judgment of Defendants came on for hearing before the Honorable Theron W. Ward sitting without a jury in the Twin Falls County Courthouse, the case having been heard in Twin Falls by agreement of Court and counsel. The Plaintiffs appeared by Gregory S. Goss and Paul M. Beeks, attorneys of the firm of Smith and Beeks. Defendant A & B Irrigation District was represented by Roger D. Ling of the firm of Ling, Neilson and Robinson. Defendants Clyde and Vonda Harper appeared by Thomas G. Nelson, of the firm of Nelson, Rosholt, Robertson, Tolman & Tucker.

The Court heard arguments from Roger Ling in support of the Motion. Mr. Goss and Mr. Beeks both argued in opposition to the Motion. Mr. Ling and Mr. Nelson responded.

1 At the conclusion of arguments, the Court ruled as
2 follows:

3 The only two documents relative to the right to
4 appropriate or use the waste water which was in issue which
5 attempted to assign a priority date are the two licenses
6 issued by the State of Idaho to the Plaintiff's
7 predecessors. The State of Idaho had no right to assign a
8 priority as against those people who are prior to those
9 appropriators, in other words A & B Irrigation District
10 irrigators. A & B Irrigation District irrigators own the
11 water; they have the right to use it; they have the right to
12 reclaim and reuse it. No one downstream can be given a
13 priority which would cut them out. The permits which were
14 issued in 1958 and in 1966 by the State of Idaho to the
15 Plaintiff's predecessors are ineffectual in establishing a
16 priority as against the users in the A & B Irrigation
17 District.

18 As to water going on down beyond the boundary of
19 A & B Irrigation District to the point where other people can
20 use it, the priorities established by the State might be
21 effective as against those other persons but not as against
22 farmers in the A & B Irrigation District.

23 The people in the A & B Irrigation District have
24 paid for the water. They own the water and if they can use
25 it, reuse it, and reuse it a dozen times, they have the right
26 to do so. It is only if they permit it to get away from
27 their control or if they abandon it that someone else has a
28 right to come in and make an appropriation of the waste
29 water. Plaintiff does not have a right which can prevent the
30 Defendants from ceasing to waste or force the Defendants to
31 permit water to go down to them. They have rights definitely
32 if the water does reach them, but they have no right to
compel it to reach them.

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The Motion for Summary Judgment is in all respects granted.

DATED this _____ day of _____, 1982.

District Judge

SMITH & BEEKS
210 SIXTH AVENUE EAST
P. O. BOX 508
TWIN FALLS, IDAHO 83301-0508
TELEPHONE 733-6684
Attorneys for.....Plaintiff.....

RECEIVED
OCT 24 2001
Department of Water Resources

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME
.....

MAGIC VALLEY DAIRY ASSOCIATES,) Case No. 7072
)
Plaintiff,)
)
vs.) SECOND AMENDED COMPLAINT
)
)
CLYDE G. HARPER and VONDA)
HARPER, husband and wife,)
and A & B IRRIGATION)
DISTRICT,)
)
Defendants.)
.....

Plaintiff alleges:

COUNT ONE

I.

Defendants Harper, at all times pertinent hereto,
were husband and wife.

II.

Plaintiff is the owner of the following described
real property in Jerome County, Idaho, to wit:

Township 9 South, Range 21 East;

Section 16: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$;

Section 17: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

III.

Plaintiff is the owner of State of Idaho License
and Certificate of Water Right No. 27397 for 2.3 cfs of water

revised

Alley

for irrigating the above-described property with a priority date of June 5, 1958. Plaintiff is also the owner of State of Idaho License of Water Right No. 32989/36-2699 for 4.36 cfs of water for irrigating the above-described property with a priority date of July 20, 1966. Copies of both licenses are attached. The source of the water for such appropriations is the EE Main Drain. Plaintiff and its predecessors in interest have applied the irrigation water represented by said licenses to a beneficial use upon the above-described property from the priority date of the licenses through April 15, 1977.

IV.

Deary
On March 13, 1972, defendant, A & B Irrigation District, issued a license to defendant, Clyde G. Harper, to divert 150 miner's inches of water from the EE Main Drain upstream from plaintiff's diversion.

V.

Deary
On or about April 15, 1977, Defendants Harper, pursuant to said license, commenced diversion of all of the flow of EE Main Drain upstream from plaintiff's diversion thereby preventing plaintiff from receiving the water to which it is entitled or any part thereof.

VI.

Deary
Defendants' claim to the use of said water, if any, is subsequent and inferior to the claim of plaintiff.

VII.

Deary
Because of defendants' interference with its water rights, plaintiff has suffered damage to its crops during 1980 and 1981 in the amount of \$75,000.00. Plaintiff has also incurred expenses of \$50,000.00 in securing alternate sources of water to irrigate the above-described property.

* * *
* * *

SMITH & BELLS
ATTORNEYS AT LAW
P. O. BOX 508
TWIN FALLS, IDAHO 83301-0508

COUNT TWO

I.

Plaintiff re-alleges all of the allegations of Count One herein.

II.

Plaintiff suffers and will continue to suffer great and irreparable injury because of defendants' continued interference with its water rights.

COUNT THREE

I.

Plaintiff re-alleges all of the allegations of Count Two of its Second Amended Complaint.

II.

Plaintiff, prior to the commencement of this action, made written demand upon defendant, Clyde G. Harper, to cease interference with plaintiff's water rights. Defendant, Clyde G. Harper, and defendant, A & B Irrigation District, have refused to cease such interference with plaintiff's use of its water.

III.

Plaintiff has retained attorneys to prosecute this action and has agreed to pay its attorneys a reasonable fee.

WHEREFORE, Plaintiff prays Judgment jointly and severally against defendants as follows:

- (1). For damages of \$125,000.00.
- (2). For a permanent injunction enjoining and restraining the defendants from in any way interfering with plaintiff's use and enjoyment of its water rights.
- (3). For attorneys' fees of \$12,500.00 if by default and such sum as the Court deems just if otherwise than by default.
- (4). For such other relief as the Court deems just.

DATED January 28, 1982.

SMITH & BEEKS

BY: S/.....
PAUL M. BEEKS
Attorneys for Plaintiff

SMITH & BEEKS
ATTORNEYS AT LAW
P. O. BOX 308
TWIN FALLS, IDAHO 83301-0308

CERTIFICATE OF MAILING

I hereby certify that the foregoing Seconded Amended Complaint was served upon Defendants Harper by mailing a copy of the same to their attorney, Mr. Thomas G. Nelson, at P. O. Box 1906, Twin Falls, Idaho 83301, on *January 29*, 1982.

S/.....
PAUL M. BEEKS

SMITH & BEEKS
ATTORNEYS AT LAW
P. O. BOX 508
TWIN FALLS, IDAHO 83301-0508

RECEIVED
AUG 07 2001
Department of Water Resources
Southwest Region

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

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

Water Right: 36-2080

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

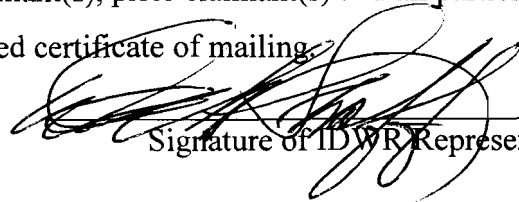
IDWR has completed the following administrative proceeding:

- Address change
- Substitution of Party
- IC § 42-222 transfer
 - Point of diversion
 - Period of use
 - Split of water right
 - Other
 - Place of use
 - Nature of use
 - Change in ownership
- IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water right(s) listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water right(s) except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: Aug 2, 2001



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 8-6, 2001, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

overnight mail
 regular mail
 hand-delivered
 facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

overnight mail
 regular mail
 hand-delivered
 facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

overnight mail
 regular mail
 hand-delivered
 facsimile

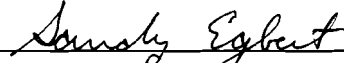
3. Copies to all parties to the subcase:

United States of America Acting Through
Regional Director PN Region
Code PN-3100
1150 N. Curtis Rd. Ste. 100
Boise, ID 83706-5155

overnight mail
 regular mail
 hand-delivered
 facsimile

Roger Ling
Ling & Robinson
P.O. Box 396
Rupert, ID 83350

overnight mail
 regular mail
 hand-delivered
 facsimile



Signature of person mailing this document

08/02/2001

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 36-2080

NAME AND ADDRESS: A & B IRRIGATION DISTRICT
PO BOX 675
RUPERT ID 83350

UNITED STATES OF AMERICA ACTING THROUGH
REGIONAL DIRECTOR PN REGION CODE PN-3100
BUREAU OF RECLAMATION
1150 N CURTIS RD SUITE 100
BOISE ID 83706-5155

THE BENEFICIAL USE OF THE WATER REPRESENTED HEREBY IS FOR THE
LANDOWNERS WITHIN THE A & B IRRIGATION DISTRICT PURSUANT TO CONTRACT
NO. 14-06-100-2386, DATED FEBRUARY 9, 1962 (AS MAY BE SUPPLEMENTED OR
AMENDED) BETWEEN THE UNITED STATES OF AMERICA THROUGH THE U.S.
BUREAU OF RECLAMATION AND THE A & B IRRIGATION DISTRICT FOR IRRIGATION
AND OTHER PERMITTED PURPOSES AS AUTHORIZED BY THE ACT OF SEPTEMBER
30, 1950, CH. 1114, 64 STAT. 1083, OF THE NORTH SIDE PUMPING DIVISION, OF THE
MINIDOKA IRRIGATION PROJECT.

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1,100.000 CFS
250,416.00 AFY

USE OF THIS RIGHT WITH COMBINED RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1100.00 CFS AND A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 265,221.2 AF. COMBINED RIGHT NOS.: 36-15127,
36-15192, 36-15193, 36-15194, 36-15195 AND 36-15196.

PRIORITY DATE: 09/09/1948

POINT OF DIVERSION:

RECEIVED

CHANGE IN ADDRESS

JUN 15 2001

This form is solely for purposes of notifying IDWR of a ^{Department of Water Resources} ~~change~~ address of an adjudication claim. _{System Region}

[X] Water Right Number(s): See attached list RECEIVED

JUN 28 2001

Department of Water Resources

[] Old Mailing Address: United States of America Acting through
Regional Director, PN Region
Bureau of Reclamation
Box 043-550 West Fort St.
Boise ID 83724

[X] New Mailing Address: United States of America Acting through
Regional Director PN Region Code PN-3100
Bureau of Reclamation
1150 N Curtis Rd Suite 100
Boise ID 83706-5155

[X] Telephone Number: (208) 378-5306 Gail McGarry

[X] Signature of Claimant: Shala S. Wilton

[X] Date: 6/14/01

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 8-1-01

By: B. Sharma

36-2080

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

By:

Corrected records + CIDs w/D. Grindle.

CIDs: • 51083 = BOR

• 57827 = US Dept of Interior

• 22796 = United States of America Acting Through

Verified objections, did NCAPs
where needed. - 8-01-01

T07S R23E S34 NWSSEW Lot 99 Within MINIDOKA County
T07S R24E S22 NWSWSW Lot 96 Within MINIDOKA County
T07S R24E S22 NWNWSE Lot 98 Within MINIDOKA County
T07S R24E S22 NESESE Lot 97 Within MINIDOKA County
T07S R24E S23 NWSWNE Lot 99 Within MINIDOKA County
T07S R24E S26 NWSENE Lot 99 Within MINIDOKA County
T07S R24E S26 NENWSW Lot 94 Within MINIDOKA County
T07S R24E S28 NWSWNE Lot 98 Within MINIDOKA County
T07S R24E S30 SWNWSE Lot 99 Within MINIDOKA County
T07S R24E S31 NWSWNE Lot 99 Within MINIDOKA County
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T07S R25E S33 NESWNW Lot 99 Within MINIDOKA County
T07S R25E S34 SENESW Lot 97 Within MINIDOKA County
T08S R21E S22 NWNENE Lot 98 Within JEROME County
T08S R21E S24 NWSWSE Lot 97 Within JEROME County
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T08S R21E S35 SESESE Lot 97 Within JEROME County
T08S R22E S30 SWNWSW Lot 96 Within MINIDOKA County
T08S R22E S35 SWNWSW Lot 99 Within MINIDOKA County
T08S R22E S35 SWSWSE Lot 98 Within MINIDOKA County
T08S R23E S1 NENWNE Lot 99 Within MINIDOKA County
T08S R23E S1 SWSWSW Lot 94 Within MINIDOKA County
T08S R23E S2 SENESW Lot 96 Within MINIDOKA County
T08S R23E S4 SWSWSW Lot 95 Within MINIDOKA County
T08S R23E S5 NESENE Lot 93 Within MINIDOKA County
T08S R23E S8 NENESE Lot 97 Within MINIDOKA County
T08S R23E S10 SWSENE Lot 92 Within MINIDOKA County
T08S R23E S10 NESWSW Lot 96 Within MINIDOKA County
T08S R23E S12 SWSWNE Lot 96 Within MINIDOKA County
T08S R23E S12 SESESE Lot 94 Within MINIDOKA County
T08S R23E S14 NWNWNW Lot 87 Within MINIDOKA County
T08S R23E S15 SENENW Lot 99 Within MINIDOKA County
T08S R23E S15 SESESE Lot 94 Within MINIDOKA County
T08S R23E S17 NWNENW Lot 96 Within MINIDOKA County
T08S R23E S17 NESESE Lot 97 Within MINIDOKA County
T08S R23E S19 NWSWSE Lot 99 Within MINIDOKA County
T08S R23E S21 SWSENE Lot 99 Within MINIDOKA County
T08S R23E S22 SWSESE Lot 97 Within MINIDOKA County
T08S R23E S23 SWNWSW Lot 95 Within MINIDOKA County
T08S R23E S24 NENWNW Lot 98 Within MINIDOKA County
T08S R23E S24 NESESE Lot 95 Within MINIDOKA County
T08S R23E S25 NWSWSE Lot 97 Within MINIDOKA County
T08S R23E S26 NWNWSE Lot 94 Within MINIDOKA County
T08S R23E S27 NENENE Lot 99 Within MINIDOKA County
T08S R23E S27 SWSENE Lot 98 Within MINIDOKA County
T08S R23E S27 SWSESE Lot 93 Within MINIDOKA County
T08S R23E S28 SWNESW Lot 95 Within MINIDOKA County
T08S R23E S28 NWSWSW Lot 93 Within MINIDOKA County
T08S R23E S29 SESENE Lot 91 Within MINIDOKA County
T08S R23E S31 SESESE Lot 95 Within MINIDOKA County
T08S R23E S34 NWSSEW Lot 97 Within MINIDOKA County
T08S R23E S35 SENWNW Lot 90 Within MINIDOKA County
T08S R23E S35 NESWSW Lot 96 Within MINIDOKA County
T08S R23E S35 SENWSE Lot 98 Within MINIDOKA County
T08S R23E S35 SESESE Lot 95 Within MINIDOKA County
T08S R24E S1 SESENE Lot 98 Within MINIDOKA County
T08S R24E S2 NWNENE Lot 93 Within MINIDOKA County
T08S R24E S3 SWSENE Lot 99 Within MINIDOKA County
T08S R24E S4 SWSWNE Lot 97 Within MINIDOKA County
T08S R24E S4 NESWSW Lot 99 Within MINIDOKA County
T08S R24E S6 SENENW Lot 94 Within MINIDOKA County
T08S R24E S6 NWNWSW Lot 98 Within MINIDOKA County
T08S R24E S6 SESESE Lot 91 Within MINIDOKA County
T08S R24E S7 NWNENE Lot 94 Within MINIDOKA County
T08S R24E S8 NESENE Lot 97 Within MINIDOKA County
T08S R24E S10 NWSWNE Lot 98 Within MINIDOKA County

T08S R24E S10 SWSNW Lot 92 Within MINIDOKA County
T08S R24E S10 SESESW Lot 95 Within MINIDOKA County

T08S R24E S10 SESESW Lot 95 Within MINIDOKA County
T08S R24E S11 SWNENW Lot 98 Within MINIDOKA County
T08S R24E S11 NWNWSE Lot 95 Within MINIDOKA County
T08S R24E S12 NENWNE Lot 97 Within MINIDOKA County
T08S R24E S13 NWNWNE Lot 90 Within MINIDOKA County
T08S R24E S14 SWSESW Lot 95 Within MINIDOKA County
T08S R24E S15 SESWNW Lot 97 Within MINIDOKA County
T08S R24E S18 NESWNW Lot 96 Within MINIDOKA County
T08S R24E S21 NENWNE Lot 95 Within MINIDOKA County
T08S R24E S21 NESWSW Lot 97 Within MINIDOKA County
T08S R24E S22 SWNESE Lot 96 Within MINIDOKA County
T08S R24E S23 SESESW Lot 95 Within MINIDOKA County
T08S R24E S26 SESWNE Lot 98 Within MINIDOKA County
T08S R24E S29 SENWSE Lot 93 Within MINIDOKA County
T08S R24E S30 SWNENW Lot 92 Within MINIDOKA County
T08S R24E S30 SENWSE Lot 99 Within MINIDOKA County
T08S R24E S31 SWSESW Lot 98 Within MINIDOKA County
T08S R25E S3 SENENW Lot 99 Within MINIDOKA County
T08S R25E S3 NWNWNW Lot 96 Within MINIDOKA County
T08S R25E S3 NENESE Lot 96 Within MINIDOKA County
T08S R25E S5 NWNENE Lot 95 Within MINIDOKA County
T08S R25E S6 NENESE Lot 98 Within MINIDOKA County
T08S R25E S11 NWSWSE Lot 93 Within MINIDOKA County
T08S R25E S12 NWNWNW Lot 99 Within MINIDOKA County
T08S R25E S13 NWSWSW Lot 99 Within MINIDOKA County
T08S R25E S14 SWNESEW Lot 97 Within MINIDOKA County
T08S R25E S15 NWSWSW Lot 94 Within MINIDOKA County
T08S R25E S17 NWNENE Lot 95 Within MINIDOKA County
T08S R25E S19 NENWNE Lot 90 Within MINIDOKA County
T08S R25E S19 SESWNW Lot 94 Within MINIDOKA County
T08S R25E S21 NESESW Lot 96 Within MINIDOKA County
T08S R25E S23 NWNWNW Lot 91 Within MINIDOKA County
T08S R25E S24 SENWNW Lot 95 Within MINIDOKA County
T09S R21E S1 NWNESW Lot 99 Within JEROME County
T09S R21E S3 NENWSW Lot 98 Within JEROME County
T09S R21E S3 SESESW Lot 91 Within JEROME County
T09S R21E S3 NWNENE Lot 95 Within JEROME County
T09S R22E S3 NWESESE Lot 99 Within MINIDOKA County
T09S R22E S7 SENENE Lot 97 Within MINIDOKA County
T09S R22E S7 NESENE Lot 97 Within MINIDOKA County
T09S R22E S9 SESWNW Lot 98 Within MINIDOKA County
T09S R22E S9 NENESW Lot 96 Within MINIDOKA County
T09S R22E S10 NESWNE Lot 99 Within MINIDOKA County
T09S R22E S11 NWNWNE Lot 94 Within MINIDOKA County
T09S R22E S11 SENENW Lot 94 Within MINIDOKA County
T09S R22E S15 NESWNE Lot 97 Within MINIDOKA County
T09S R22E S15 SWSWNE Lot 99 Within MINIDOKA County
T09S R22E S18 NESWSE Lot 97 Within MINIDOKA County
T09S R22E S19 NWSWNW Lot 99 Within MINIDOKA County
T09S R22E S22 SESWNE Lot 99 Within MINIDOKA County
T09S R22E S28 NESESE Lot 98 Within MINIDOKA County
T09S R22E S30 NWNENE Lot 91 Within MINIDOKA County
T09S R22E S33 SESESE Lot 98 Within MINIDOKA County
T09S R23E S2 NESENE Lot 96 Within MINIDOKA County
T09S R23E S3 NESENE Lot 95 Within MINIDOKA County
T09S R23E S3 NENWSW Lot 99 Within MINIDOKA County
T09S R23E S6 SESENE Lot 99 Within MINIDOKA County
T09S R23E S6 NWSWSE Lot 92 Within MINIDOKA County
T10S R21E S2 SWNWSW Lot 95 Within JEROME County
T10S R22E S3 SENWSW Lot 91 Within MINIDOKA County

THE FOLLOWING POINTS OF DIVERSION EACH HAVE TWO WELLS: T07S, R23E, SEC 34, NWSSEW - MINIDOKA T07S, R24E, SEC 28, NWSWNE; SEC 30, SWNWSE; SEC 32, SWSENE; SEC 33, SENWSE; SEC 35, SWSWSE - MINIDOKA T08S, R21E, SEC 26, NWSENE; SEC 35, SESESE - JEROME T08S, R22E, SEC 35, SWSWSE - MINIDOKA T08S, R23E, SEC 01, NENWNE; SEC 04, SWSWSW; SEC 05, NESENE; SEC 12, SWSWNE; SEC 12, SESESE; SEC 14, NWNWNW; SEC 15, SENENW; SEC 17, NESESE; SEC 19, NWSWSE; SEC 23, SWNWSW; SEC 24, NESESE; SEC 28, NWSWSW; SEC 29, SESENE - MINIDOKA T08S, R24E, SEC 03, SWSENE; SEC 04, NESWSW; SEC 11, SWNENW; SEC 13, NWNWNE; SEC 31, SWSESW - MINIDOKA T08S, R25E, SEC 03, SENENW; SEC 03, NWNWNW; SEC 05, NWNENE; SEC 06, NENESE; SEC 12, NWNWNW; SEC 15, NWSWSW; SEC 19, NENWNE; SEC 19, SESWNW; SEC 23, NWNWNW - MINIDOKA T09S, R22E, SEC 18, NESWSE; SEC 33, SESESE - MINIDOKA THE FOLLOWING POINT OF DIVERSION HAS THREE WELLS: T09S, R22E, SEC 03, NWSSESE - MINIDOKA RELIFT DRAIN PUMPS ARE USED WITHIN THE BOUNDARIES OF THE DISTRICT FOR REUSE OF RETURN FLOWS.^^^ THE FOLLOWING CONVENTION IS USED TO CONVERT THE GOVERNMENT LOTS LISTED IN THE ABOVE POINTS OF DIVERSION TO THE OFFICIAL GOVERNMENT TRACT DESIGNATION: LOT 99 = TRACT A; LOT 98 = TRACT B; LOT 97 = TRACT C; LOT 96 = TRACT D; LOT 95 = TRACT E; LOT 94 = TRACT F; LOT 93 = TRACT G; LOT 92 = TRACT H; LOT 91 = TRACT J; LOT 90 = TRACT K; LOT 89 = TRACT L; LOT 88 = TRACT M; LOT 87 = TRACT N; LOT 86 = TRACT O; LOT 85 = TRACT P; LOT 84 = TRACT Q; LOT 83 = TRACT R; LOT 82 = TRACT S

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/01 10/31	1,100.000 CFS 250,416.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:

PLACE OF USE IS 62,604 ACRES ALL WITHIN THE BOUNDARIES OF THE A&B IRRIGATION DISTRICT, NORTH SIDE PUMPING DIVISION, MINIDOKA PROJECT, IDAHO. THE BOUNDARIES OF THE PLACE OF USE ARE ILLUSTRATED ON THE MAP FILED AND INCORPORATED HEREIN AND MORE FULLY SET FORTH BELOW.^^^ THE LANDS OF THE A&B IRRIGATION DISTRICT ARE LOCATED IN TOWNSHIPS 8, 9, AND 10 SOUTH OF RANGE 21 EAST, TOWNSHIPS 8, 9, AND 10 SOUTH OF RANGE 22 EAST, TOWNSHIPS 7, 8, AND 9 SOUTH OF RANGE 23 EAST, TOWNSHIPS 7 AND 8 SOUTH OF RANGE 24 EAST, AND TOWNSHIPS 7 AND 8 SOUTH OF RANGE 25 EAST, BOISE MERIDIAN, IDAHO. THE BOUNDARIES OF THE DISTRICT AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, IDAHO, WHICH IS THE NORTHEASTERLY CORNER OF THE DISTRICT; THENCE WEST ALONG THE NORTH BOUNDARIES OF SAID SECTION 12 AND SECTION 11, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.38 MILES TO THE NORTHWEST CORNER OF TRACT L OF SAID SECTION 11; THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID TRACT L, A DISTANCE OF APPROXIMATELY 0.25 MILE; THENCE WEST ALONG THE BOUNDARY OF SAID TRACT L, A DISTANCE OF APPROXIMATELY 0.30 MILE TO A POINT ON THE SOUTH BOUNDARY OF THE RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY A DISTANCE OF APPROXIMATELY 0.32 MILE ALONG SAID RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE WEST ALONG SAID NORTH BOUNDARY OF SAID SECTION 11, A DISTANCE OF APPROXIMATELY 0.41 MILE TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE NORTH ALONG THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 3, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 3 AND SECTION 34, TOWNSHIP 7 SOUTH, RANGE 25 EAST; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 34 AND SECTION 27, TOWNSHIP 7 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE CENTER 1/4 CORNER OF SAID SECTION 27; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 27 A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 27, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE WEST ALONG THE NORTH BOUNDARIES OF SECTIONS 33 AND 32, TOWNSHIP 7 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 32 AND SECTION 29, TOWNSHIP 7 SOUTH, RANGE 25 EAST; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 29, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF SAID SECTION 29 AND SECTION 30, TOWNSHIP 7 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 30; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/4 CORNER OF SAID SECTION 30; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SAID SECTION 30 AND SECTION 31, TOWNSHIP 7 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 2.00 MILES TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH ALONG THE EAST BOUNDARIES OF SECTIONS 35, 26, AND 23, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 3.00 MILES TO THE NORTHEAST CORNER OF SAID SECTION 23; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHWEST CORNER OF SAID SECTION 23; THENCE NORTH ALONG THE EAST BOUNDARY OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 15, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 15; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 15 AND SECTION 22, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 22; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID

DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID SECTION 22; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 22 A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 28; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF SAID SECTION 28 AND SECTION 29, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 29, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF TRACT A OF SAID SECTION 29; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, SAID CENTERLINE BEING THE NORTH BOUNDARY OF SAID TRACT A, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 29 AND SECTION 30, TOWNSHIP 7 SOUTH, RANGE 24 EAST; THENCE SOUTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 29 AND 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 30 AND SECTION 31, TOWNSHIP 7 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 31 AND SECTION 6, TOWNSHIP 8 SOUTH, RANGE 24 EAST; THENCE WEST ALONG THE NORTH BOUNDARIES OF SAID SECTION 6 AND SECTIONS 1, 2, AND 3, TOWNSHIP 8 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 3.00 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 3 AND SECTION 34, TOWNSHIP 7 SOUTH, RANGE 23 EAST; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF TRACT A OF SAID SECTION 34; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 34 AND SECTION 33, TOWNSHIP 7 SOUTH, RANGE 23 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE WEST ALONG THE NORTH BOUNDARIES OF SECTIONS 4 AND 5, TOWNSHIP 8 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 2.00 MILES TO THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 5 A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 5 AND SECTION 6, TOWNSHIP 8 SOUTH, RANGE 23 EAST; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF THE SENE OF SAID SECTION 6; THENCE SOUTH ALONG THE WEST BOUNDARIES OF THE SENE AND THE E 1/2 OF SE 1/4 OF SAID SECTION 6, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE SOUTHWEST CORNER OF THE SESE OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 6, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SECTIONS 8, 17, AND 20, TOWNSHIP 8 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 2.50 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 20 AND SECTION 19, TOWNSHIP 8 SOUTH, RANGE 23 EAST; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF SAID SECTION 19 AND SECTION 24, TOWNSHIP 8 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 24 AND SECTION 25, TOWNSHIP 8 SOUTH, RANGE 22 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 25, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 25, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 35;

APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 35; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SAID SECTION 35 AND SECTION 2, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 2 AND SECTION 3, TOWNSHIP 9 SOUTH, RANGE 22 EAST; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF THE NORTH HALF OF SAID SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE NORTHWEST CORNER OF THE SWNE OF SAID SECTION 4; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 4; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF THE NESW OF SAID SECTION 4; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SW 1/4 OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF THE NESW OF SAID SECTION 4; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF THE SOUTHWEST QUARTER OF SAID SECTION 4 AND THE SOUTH HALF OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 5 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 22 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 5, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 7, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 7 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 22 EAST; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF THE SENE OF SAID SECTION 7; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 7; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE EAST BOUNDARIES OF SECTIONS 12 AND 1, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 2.00 MILES TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 1, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH ALONG THE EAST BOUNDARIES OF SECTIONS 35 AND 26, TOWNSHIP 8 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.125 MILES TO THE SOUTHWEST CORNER OF TRACT A, SECTION 25, TOWNSHIP 8 SOUTH, RANGE 21 EAST; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SAID TRACT A AND TRACT D OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 21 EAST, AND SECTION 30, TOWNSHIP 8 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTHEAST CORNER OF SAID TRACT D; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SW 1/4 OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE WEST 1/16 CORNER BETWEEN SAID SECTION 30 AND SECTION 31; TOWNSHIP 8 SOUTH, RANGE 22 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 30 A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTHEAST CORNER OF THE SENW OF SAID SECTION 30; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF THE SENW OF SAID SECTION 30; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE WEST 1/16 CORNER BETWEEN SAID SECTION 30 AND SECTION 19, TOWNSHIP 8 SOUTH, RANGE 22 EAST; THENCE WEST ALONG THE NORTH BOUNDARIES OF SAID SECTION 30 AND SECTION 25, TOWNSHIP 8 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTHEAST CORNER OF THE SENW OF SAID SECTION 24; THENCE WEST ALONG THE EAST-WEST CENTERLINES

SENW OF SAID SECTION 24; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF THE NW 1/4 OF SAID SECTION 24 AND THE NE 1/4 OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTHWEST CORNER OF THE SENE OF SAID SECTION 23; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NE 1/4 OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF SAID SENE; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 23 AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 21 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 22 AND 23, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTIONS 22 AND 23; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE N 1/2 OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.75 TO THE NORTHWEST CORNER OF THE SENW OF SAID SECTION 22; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE W 1/2 OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE WEST 1/16 CORNER BETWEEN SAID SECTION 22 AND SECTION 27, TOWNSHIP 8 SOUTH, RANGE 21 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 27, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SAID SECTION 27 AND SECTION 34, TOWNSHIP 8 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 34 AND SECTION 33, TOWNSHIP 8 SOUTH, RANGE 21 EAST; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF THE NESW OF SAID SECTION 33; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 33, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 8 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SAID SECTION 33 AND SECTION 4, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE WEST ALONG THE NORTH BOUNDARIES OF SECTIONS 8 AND 7, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 7 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINES OF THE E 1/2 OF SAID SECTION 7 AND THE NE 1/4 OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTHWEST CORNER OF THE NENE OF SAID SECTION 18; THENCE EAST ALONG THE EAST-WEST CENTERLINES OF THE NE 1/4 OF SAID SECTION 18 AND THE N 1/2 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHEAST CORNER OF THE NWNE OF SAID SECTION 17; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NE 1/4 OF SAID SECTION 17 A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 17 AND SECTION 8, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SAID SECTION 8 AND SECTION 9, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.00 TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 21, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 21 AND SECTION 20, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE EAST ALONG THE EAST-WEST CENTERLINES OF THE S 1/2 OF SAID SECTION 21 AND THE SW 1/4 OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE SOUTHEAST CORNER OF THE NESW OF SAID SECTION 22; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 22; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF THE SWNE OF SAID SECTION 22; THENCE NORTH ALONG THE CENTERLINE OF THE NE 1/4 OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.50 TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 22 AND SECTION 15, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE

SECTION 22 AND SECTION 15, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE WEST ALONG THE BOUNDARY BETWEEN SAID SECTIONS 15 AND 22, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 15 AND 22; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 15, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 15; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 15, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 15, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SECTIONS 10, 11, AND 12, TOWNSHIP 9 SOUTH, RANGE 21 EAST, AND SECTION 7, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 3.50 MILES TO THE 1/4 CORNER BETWEEN SAID SECTION 7 AND SECTION 18, TOWNSHIP 9 SOUTH, RANGE 22 EAST; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 18; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 24 AND SECTION 13, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE E 1/2 OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE SOUTHWEST CORNER OF THE NESE OF SAID SECTION 24; THENCE EAST ALONG THE EAST-WEST CENTERLINES OF THE SE 1/4 OF SAID SECTION 24 AND THE SW 1/4 OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE SOUTHEAST CORNER OF THE NESW OF SAID SECTION 19; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 19 AND SECTION 30, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF THE NENW OF SAID SECTION 30; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF THE NW 1/4 OF SAID SECTION 30 AND THE N 1/2 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE NORTHWEST CORNER OF THE SENW OF SAID SECTION 25; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE W 1/2 OF SAID SECTION 25, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHEAST CORNER OF THE SWSW OF SAID SECTION 25; THENCE WEST ALONG THE EAST-WEST CENTERLINES OF THE SW 1/4 OF SAID SECTION 25 AND THE S 1/2 OF SECTION 26, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILES TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 26 AND SECTION 27, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE WEST BOUNDARIES OF SAID SECTION 26 AND SECTION 35, TOWNSHIP 9 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 35 AND SECTION 34, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE N 1/2 OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 34 AND SECTION 33, TOWNSHIP 9 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 33 AND 34, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 33 AND 34; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 33 AND SECTION 4, TOWNSHIP 10 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.25 MILE TO THE NORTHEAST CORNER OF THE SESW OF SAID SECTION 4; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE SOUTHWEST CORNER OF THE E 1/2 OF NESW OF SAID SECTION 4; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NESW OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.1875 MILE TO THE SOUTHEAST CORNER OF THE N 1/2 OF NWESW OF SAID SECTION 4; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID N 1/2 OF NWESW, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE SOUTHWEST CORNER OF SAID N 1/2 OF NWESW OF SAID SECTION 4; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SW 1/4 OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.20 MILE TO A POINT ON THE SOUTH BOUNDARY OF THE RIGHT OF WAY OF THE P.A. LATERAL CANAL, AS

SOUTH BOUNDARY OF THE RIGHT OF WAY OF THE P.A. LATERAL CANAL, AS NOW CONSTRUCTED; THENCE SOUTHWESTERLY ALONG SAID SOUTH BOUNDARY OF SAID RIGHT OF WAY THROUGH THE SWSW OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.33 MILE TO THE POINT OF INTERSECTION OF SAID SOUTH BOUNDARY OF SAID RIGHT OF WAY WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG SAID WEST BOUNDARY OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.05 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE N 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 8, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 8; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 8, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 8 AND SECTION 9, TOWNSHIP 10 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, A DISTANCE OF APPROXIMATELY 0.90 MILE TO THE INTERSECTION OF SAID SOUTH BOUNDARY OF SAID SECTION 9 WITH THE EAST BOUNDARY OF THE RIGHT OF WAY OF THE P.A. LATERAL CANAL, AS NOW CONSTRUCTED; THENCE SOUTHWESTERLY ALONG SAID EAST BOUNDARY OF SAID RIGHT OF WAY THROUGH SECTION 16, TOWNSHIP 10 SOUTH, RANGE 21 EAST, A DISTANCE OF APPROXIMATELY 1.55 MILES TO THE INTERSECTION OF SAID EAST BOUNDARY OF SAID RIGHT OF WAY WITH THE SOUTH BOUNDARY OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH BOUNDARY OF SAID SECTION 16 A DISTANCE OF APPROXIMATELY 0.08 MILE TO THE WEST 1/16 CORNER BETWEEN SAID SECTION 16 AND SECTION 21, TOWNSHIP 10 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NW 1/4 OF SAID SECTION 21, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF THE SENW OF SAID SECTION 21; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 21 AND SECTION 22, TOWNSHIP 10 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 22, A DISTANCE OF APPROXIMATELY 0.36 MILE TO THE INTERSECTION OF SAID WEST BOUNDARY OF SAID SECTION 22 WITH THE NORTH BANK OF THE SNAKE RIVER, OR MORE PARTICULARLY THE HIGH-WATER LINE OF THE BACKWATERS OF THE MILNER DAM; THENCE EASTERLY ALONG SAID HIGH-WATER LINE, A DISTANCE OF APPROXIMATELY 6.04 MILES TO THE INTERSECTION OF SAID HIGH-WATER LINE AND THE EAST BOUNDARY OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 22 EAST; THENCE NORTH ALONG SAID EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF APPROXIMATELY 0.28 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 17 AND SECTION 16, TOWNSHIP 10 SOUTH, RANGE 22 EAST; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 16; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE INTERSECTION OF SAID NORTH-SOUTH CENTERLINE OF SAID SECTION 16 WITH THE NORTH BANK OF THE SNAKE RIVER, MORE PARTICULARLY THE HIGH-WATER LINE OF THE BACKWATERS OF THE MILNER DAM; THENCE EASTERLY ALONG SAID HIGH-WATER LINE, A DISTANCE OF APPROXIMATELY 0.53 MILE TO THE INTERSECTION OF SAID HIGH-WATER LINE WITH THE EAST BOUNDARY OF SECTION 16, TOWNSHIP 10 SOUTH, RANGE 22 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTION 16 AND SECTION 15, TOWNSHIP 10 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.31 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 15 AND 16; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 15, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINES OF SAID SECTION 15 AND SECTION 10, TOWNSHIP 10 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.8438 MILE TO THE SOUTHWEST CORNER OF THE N 1/2 OF N 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 OF SAID SECTION 10; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID N 1/2 OF N 1/2 OF S 1/2 OF N 1/2 OF SE 1/4, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF SAID N 1/2 OF N 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 OF SAID SECTION 10; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTION 10 AND SECTION 11, TOWNSHIP 10 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.1562 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 10 AND 11; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION

10 AND 11; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11, A DISTANCE OF APPROXIMATELY 0.18 MILE TO THE INTERSECTION OF SAID EAST-WEST CENTERLINE WITH THE WEST BOUNDARY OF THE RIGHT OF WAY OF LATERAL NO. 195, AS NOW CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID WEST BOUNDARY OF SAID RIGHT OF WAY THROUGH SAID SECTION 11, A DISTANCE OF APPROXIMATELY 0.09 MILE TO THE INTERSECTION OF SAID WEST BOUNDARY OF SAID RIGHT OF WAY WITH THE NORTH-SOUTH CENTERLINE OF THE NW 1/4 OF SAID SECTION 11; THENCE NORTH ALONG SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF APPROXIMATELY 0.18 MILE TO THE INTERSECTION OF SAID NORTH-SOUTH CENTERLINE AND THE WEST BOUNDARY OF THE RIGHT OF WAY OF LATERAL NO. 203, AS NOW CONSTRUCTED; THENCE NORTHWESTERLY ALONG SAID WEST BOUNDARY OF SAID RIGHT OF WAY A DISTANCE OF APPROXIMATELY 0.39 MILE TO THE INTERSECTION OF SAID WEST BOUNDARY OF SAID RIGHT OF WAY AND THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 22 EAST; THENCE WEST ALONG SAID NORTH BOUNDARY OF SAID SECTION 11, A DISTANCE OF APPROXIMATELY 0.07 MILE TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE WEST ALONG THE SOUTH BOUNDARY OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.10 MILE TO THE INTERSECTION OF SAID SOUTH BOUNDARY OF SAID SECTION 3 AND THE WEST BOUNDARY OF THE RIGHT OF WAY OF CANAL NO. 20, AS NOW CONSTRUCTED; THENCE NORTHWESTERLY ALONG SAID WEST BOUNDARY OF SAID RIGHT OF WAY THROUGH SAID SECTION 3, A DISTANCE OF APPROXIMATELY 0.97 MILE TO THE INTERSECTION OF SAID WEST BOUNDARY AND THE EAST-WEST CENTERLINE OF THE NW 1/4 OF SAID SECTION 3; THENCE WEST ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF APPROXIMATELY 0.43 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 3 AND SECTION 4, TOWNSHIP 10 SOUTH, RANGE 22 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE EAST ALONG THE SOUTH BOUNDARY OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.65 MILE TO THE INTERSECTION OF SAID SOUTH BOUNDARY OF SAID SECTION 34 AND THE WEST BOUNDARY OF THE RIGHT OF WAY OF CANAL NO. 20, AS NOW CONSTRUCTED; THENCE NORTHWESTERLY ALONG SAID WEST BOUNDARY OF SAID RIGHT OF WAY THROUGH SAID SECTION 34, A DISTANCE OF APPROXIMATELY 1.39 MILES TO THE INTERSECTION OF SAID WEST BOUNDARY OF SAID RIGHT OF WAY AND THE NORTH BOUNDARY OF SAID SECTION 34; THENCE WEST ALONG SAID NORTH BOUNDARY OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 0.33 MILE TO THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH ALONG THE EAST BOUNDARY OF SECTION 28, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.32 MILE TO THE INTERSECTION OF SAID EAST BOUNDARY AND THE SOUTH BOUNDARY OF THE RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY OF SAID RIGHT OF WAY, A DISTANCE OF APPROXIMATELY 0.51 MILE TO THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28; THENCE NORTH ALONG SAID NORTH-SOUTH CENTERLINE OF SAID SECTION 28, A DISTANCE OF APPROXIMATELY 0.12 MILE TO THE INTERSECTION OF SAID NORTH-SOUTH CENTERLINE AND THE SOUTH BOUNDARY OF THE RIGHT OF WAY OF DRAIN LATERAL "O", AS NOW CONSTRUCTED; THENCE EASTERLY ALONG SAID SOUTH BOUNDARY OF SAID RIGHT OF WAY A DISTANCE OF APPROXIMATELY 0.26 MILE TO THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE NORTH-SOUTH CENTERLINE OF THE NE 1/4 OF SAID SECTION 28; THENCE NORTH ALONG SAID NORTH-SOUTH CENTERLINE, A DISTANCE OF APPROXIMATELY 0.07 MILE TO THE SOUTHWEST CORNER OF TRACT E OF SAID SECTION 28; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID TRACT E, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF SAID TRACT E OF SAID SECTION 28; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 28, A DISTANCE OF APPROXIMATELY 0.375 MILE TO THE NORTHEAST CORNER OF SAID SECTION 28; THENCE EAST ALONG THE SOUTH BOUNDARY OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTION 22 AND SECTION 23, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTIONS 22 AND 23, SAID CORNER BEING THE SOUTHWEST CORNER OF TRACT C OF SAID SECTION 23; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SAID TRACT C AND TRACT E OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF SAID TRACT E; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, A DISTANCE OF

THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 23; THENCE EAST ALONG THE SOUTH BOUNDARY OF TRACT D OF SAID SECTION 23, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF SAID TRACT D; THENCE NORTH ALONG THE EAST BOUNDARIES OF SAID TRACT D AND TRACT D OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE NORTHWEST CORNER OF THE SESE OF SAID SECTION 14, SAID CORNER BEING A CORNER OF SAID TRACT D OF SAID SECTION 14; THENCE EAST ALONG THE BOUNDARY BETWEEN SAID TRACT D AND SAID SESE, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 14 AND SECTION 13, TOWNSHIP 9 SOUTH, RANGE 22 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 13 AND 14, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTIONS 13 AND 14; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE NW 1/4 OF SAID SECTION 13, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF THE NWNW OF SAID SECTION 13; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINES OF THE NW 1/4 OF SAID SECTION 13 AND SW 1/4 OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 22 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHEAST CORNER OF THE SWSW OF SAID SECTION 12; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 12, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF THE SESW OF SAID SECTION 12; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 12, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 12 AND SECTION 7, TOWNSHIP 9 SOUTH, RANGE 23 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 12 AND 7, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTIONS 12 AND 7; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE N 1/2 OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 7 AND SECTION 8, TOWNSHIP 9 SOUTH, RANGE 23 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 7, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE EAST ALONG THE SOUTH BOUNDARY OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 5, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 5 AND SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 EAST; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF THE NESW OF SAID SECTION 4; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 4, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SAID SECTION 4 AND SECTIONS 3 AND 2, TOWNSHIP 9 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 1.75 MILES TO THE WEST 1/16 CORNER BETWEEN SAID SECTION 2 AND SECTION 11, TOWNSHIP 9 SOUTH, RANGE 23 EAST; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SW 1/4 OF SAID SECTION 2, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHEAST CORNER OF THE NWSW OF SAID SECTION 2; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 2, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 2; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, A DISTANCE OF APPROXIMATELY 0.0625 MILE TO THE NORTHWEST CORNER OF THE S 1/2 OF S 1/2 OF SWNE OF SAID SECTION 2; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF S 1/2 OF SWNE, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID S 1/2 OF S 1/2 OF SWNE; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE NE 1/4 OF SAID SECTION 2, A DISTANCE OF APPROXIMATELY 0.0625 MILE TO THE NORTHWEST CORNER OF THE S 1/2 OF SENE OF SAID SECTION 2; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF SENE, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID S 1/2 OF SENE; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 2, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 2 AND SECTION 1, TOWNSHIP 9 SOUTH, RANGE 23 EAST; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE NW 1/4 OF SAID SECTION 1, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF THE NENW OF SAID SECTION 1; THENCE

0.50 MILE TO THE SOUTHEAST CORNER OF THE NENW OF SAID SECTION 1; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 1, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH ALONG THE EAST BOUNDARY OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHEAST CORNER OF SAID SECTION 35; THENCE EAST ALONG THE SOUTH BOUNDARY OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 23 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 31, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 31, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 31 AND SECTION 32, TOWNSHIP 8 SOUTH, RANGE 24 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF THE SWSW OF SAID SECTION 32, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SWSW; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF THE S 1/2 OF SW 1/4 OF SAID SECTION 32, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE NORTHWEST CORNER OF THE S 1/2 OF SESW; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF SESW, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID S 1/2 OF SESW; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32, A DISTANCE OF APPROXIMATELY 0.125 MILE TO THE NORTHWEST CORNER OF THE S 1/2 OF SE 1/4 OF SAID SECTION 2; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF SE 1/4, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 32 AND SECTION 33, TOWNSHIP 8 SOUTH, RANGE 24 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 32 AND 33, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 32 AND 33; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH ALONG THE BOUNDARY BETWEEN SAID SECTION 33 SECTION 34, TOWNSHIP 8 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTIONS 33 AND 34; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 0.50 MILE TO SOUTHEAST CORNER OF THE NESW OF SAID SECTION 34; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 34, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE EAST ALONG THE SOUTH BOUNDARIES OF SAID SECTION 34 AND SECTION 35, TOWNSHIP 8 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 35, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE NORTHEAST CORNER OF SAID SECTION 35; THENCE EAST ALONG THE SOUTH BOUNDARY OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 24 EAST, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 25; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 25, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 25 AND SECTION 30, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.75 MILE TO THE EAST 1/16 CORNER BETWEEN SAID SECTION 30 AND SECTION 31, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SE 1/4 OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHEAST CORNER OF THE NWSE OF SAID SECTION 30; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE SE 1/4 OF SAID SECTION 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTION 30 AND SECTION 29, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 29 AND 30, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND

APPROXIMATELY 0.25 MILE TO THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 29, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE 1/4 CORNER BETWEEN SAID SECTION 29 AND SECTION 28, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 28 AND 29, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTH 1/16 CORNER BETWEEN SAID SECTIONS 28 AND 29; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 28, A DISTANCE OF APPROXIMATELY 0.50 MILE TO THE SOUTHEAST CORNER OF THE NESW OF SAID SECTION 28; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 28; THENCE EAST ALONG THE EAST-WEST CENTERLINES OF SAID SECTION 28 AND SECTION 27, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.00 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF THE NWNW OF SAID SECTION 27; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF THE NE 1/4 OF SAID SECTION 27 AND THE N 1/2 OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 1.50 MILES TO THE NORTH 1/16 CORNER BETWEEN SAID SECTION 26 AND SECTION 25, TOWNSHIP 8 SOUTH, RANGE 25 EAST; THENCE NORTH ALONG THE BOUNDARY BETWEEN SAID SECTIONS 25 AND 26, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE EAST ALONG THE BOUNDARY BETWEEN SAID SECTION 25 AND SECTION 24, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 24 AND 25; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF THE SW 1/4 OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF THE SESW OF SAID SECTION 24; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SW 1/4 OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SESW OF SAID SECTION 24; THENCE NORTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE CENTER 1/4 CORNER OF SAID SECTION 24; THENCE EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE SOUTHWEST CORNER OF THE SENE OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SENE, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHWEST CORNER OF SAID SENE; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SENE, A DISTANCE OF APPROXIMATELY 0.25 MILE TO THE NORTHEAST CORNER OF SAID SENE; THENCE NORTH ALONG THE EAST BOUNDARIES OF SAID SECTION 24 AND SECTIONS 13 AND 12, TOWNSHIP 8 SOUTH, RANGE 25 EAST, A DISTANCE OF APPROXIMATELY 2.25 MILES TO THE NORTHEAST CORNER OF SAID SECTION 12, THE POINT OF BEGINNING; EXCEPTING SECTION 36 OF TOWNSHIP 8 SOUTH, RANGE 22 EAST; SECTION 16 OF TOWNSHIP 9 SOUTH, RANGE 22 EAST; SECTION 16 OF TOWNSHIP 8 SOUTH, RANGE 23 EAST; SECTION 16 OF TOWNSHIP 8 SOUTH, RANGE 24 EAST; TRACT A OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 25 EAST; AND THAT PART OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 25 EAST, NOT INCLUDED IN TRACTS F AND C; CONTAINING 176.0 SQUARE MILES, MORE OR LESS. THIS RIGHT IS LIMITED TO IRRIGATION OF 62,604 ACRES WITHIN THE PLACE OF USE LISTED ABOVE WITHIN THE A & B IRRIGATION DISTRICT AND TO THE IRRIGATION OF A COMBINED TOTAL OF 66,305.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON WHEN USED IN COMBINATION WITH WATER RIGHT NOS. 36-15127, 36-15192, 36-15193, 36-15194, 36-15195 AND 36-15196.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO

SECTION 42-1425, IDAHO CODE.

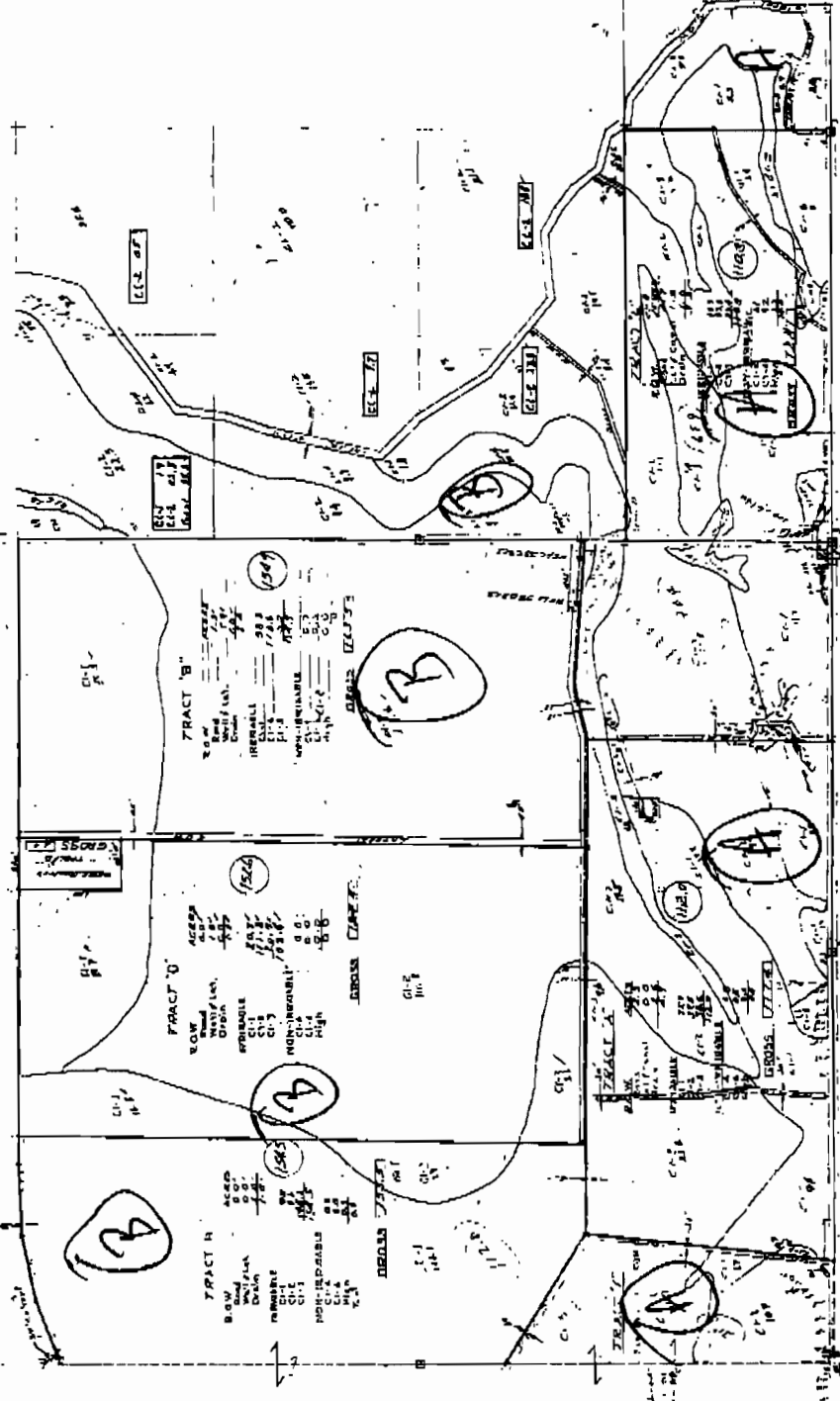
THE RIGHTS LISTED BELOW ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.^^^ COMBINED RIGHT NOS.: 36-15127, 36-15192, 36-15193, 36-15194, 36-15195 AND 36-15196.^^^ RIGHTS 36-15127, 36-15192, 36-15193, 36-15194, 36-15195 AND 36-15196 ARE EXPANSIONS OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.^^^

ONE

33922

05/24/01 14:28 FAX 208 436 3152

05/24/01 14:28 FAX 208 436 3152



TRACT 'B'

AREA	1.00
PERCENT	100%
TOTAL COST	10000
PERCENT	100%
TOTAL COST	10000

TRACT 'C'

AREA	1.00
PERCENT	100%
TOTAL COST	10000
PERCENT	100%
TOTAL COST	10000

TRACT 'D'

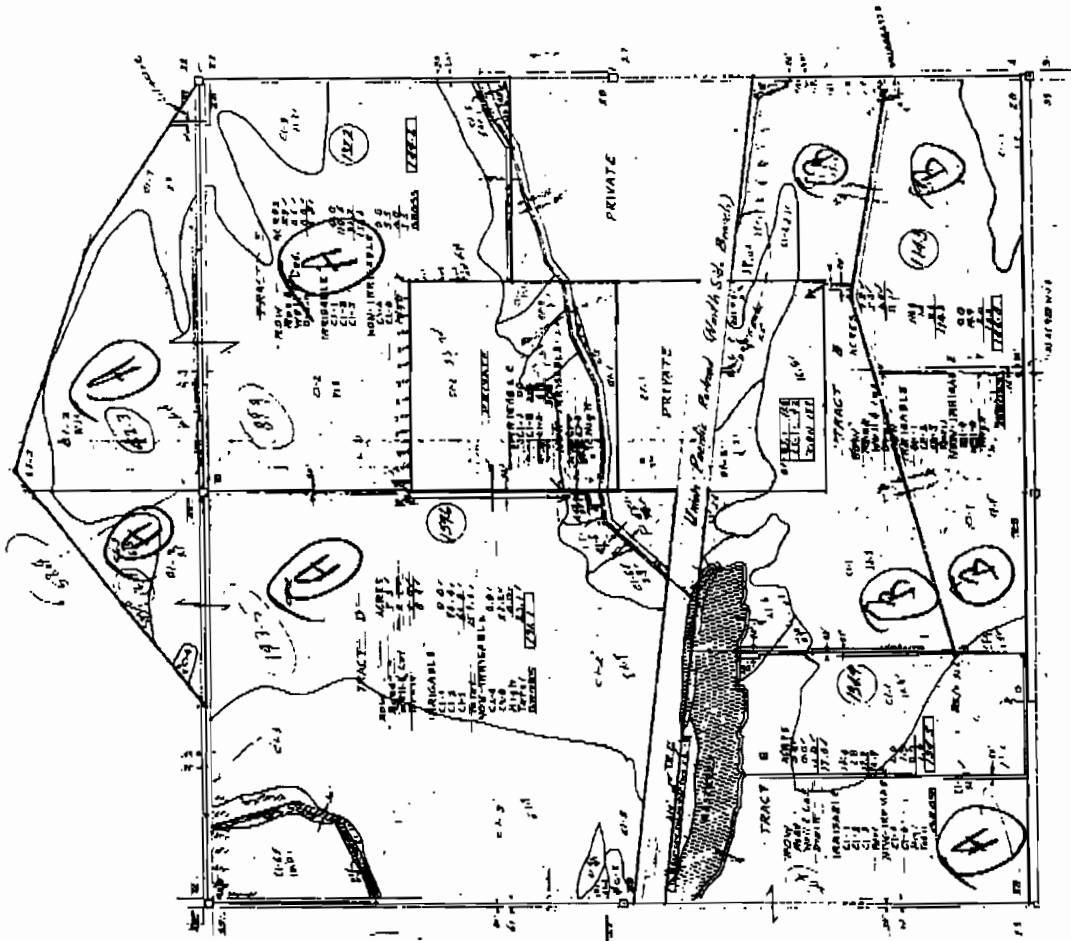
AREA	1.00
PERCENT	100%
TOTAL COST	10000
PERCENT	100%
TOTAL COST	10000

660 Div Boundary Areas

ONE

3145

3145



22682

PROJECT NO.
 70-10-51-157-314
 SECTION 27
 T9S. R22E

T 9 S. R 22 E
 SECTION 27
 70-10-51-157-314

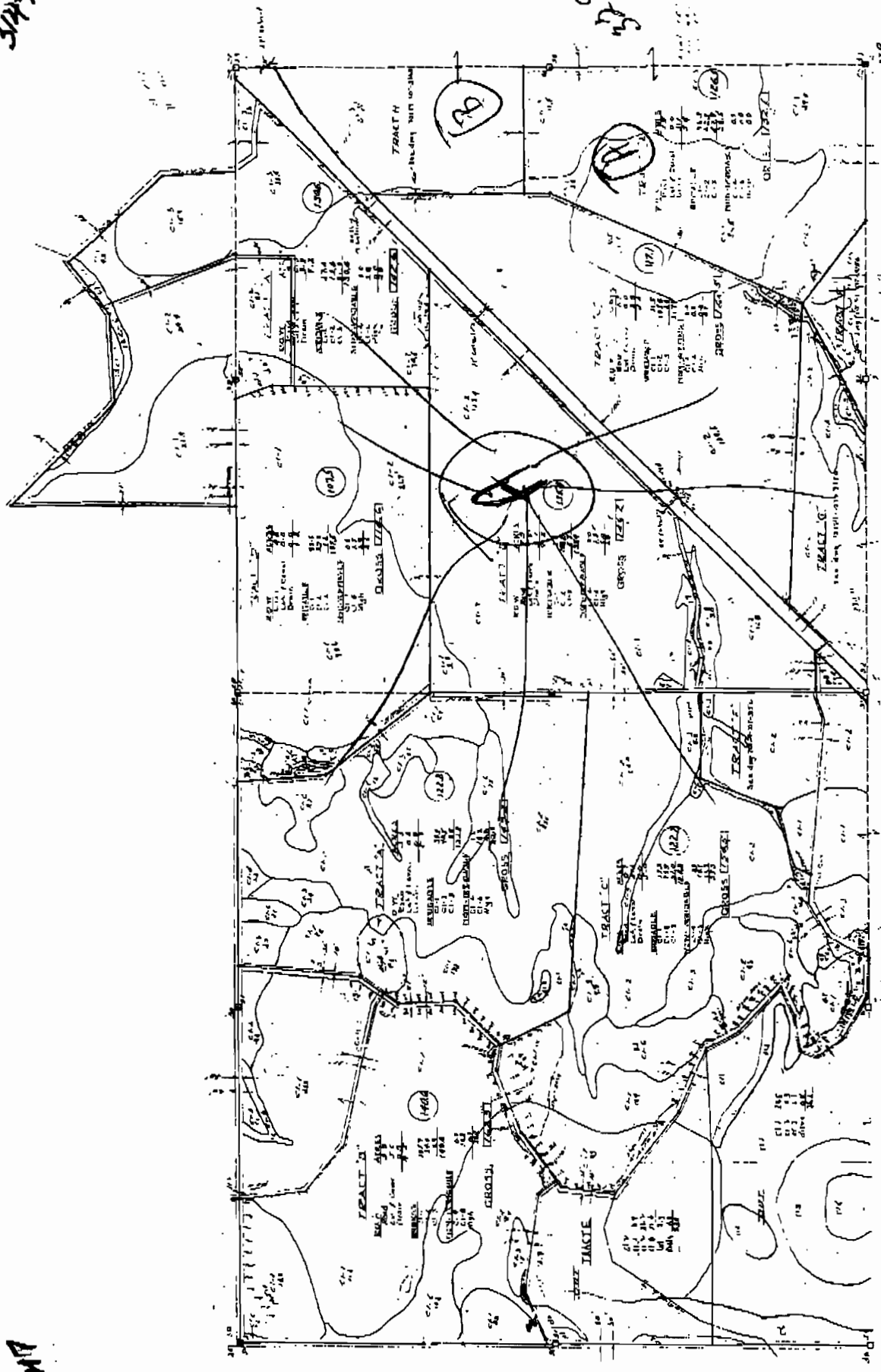
3145

3/17/05

3/17/05

3/17/05

14:28 05/24/01 FAX 208 436 3152
 A&B IRR DIST
 05/24/01 FAX 208 436 3152
 A&B IRR DIST



3/17/05

3/17/05

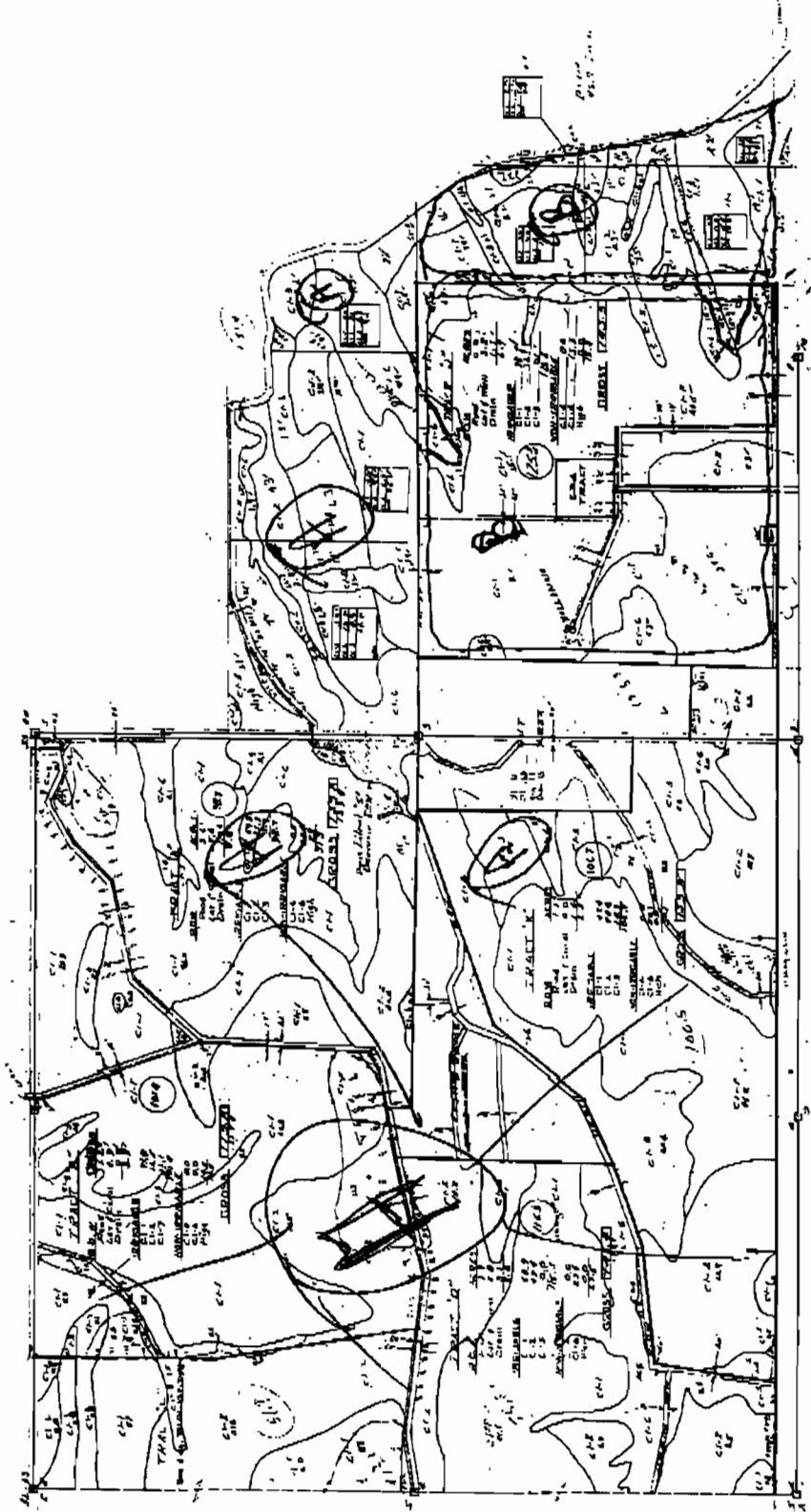
3455

31022

PROJECTED
 PLANNED
 CONTROLLED BY
 PLANNING
 COMMUNITY
 DEVELOPMENT
 DEPARTMENT
 1400 West 10th St
 Oklahoma City, OK 73106

T103 AREA
 SECTIONS 9 & 4
 70124-107-BISE

3455



PROJECTED
 PLANNED
 CONTROLLED BY
 PLANNING
 COMMUNITY
 DEVELOPMENT
 DEPARTMENT
 1400 West 10th St
 Oklahoma City, OK 73106

3455

3455

B-143
WPRS PN Reg.
11/79
(Form 7-523 AG Rev.)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

MINIDOKA IRRIGATION PROJECT

*Newcomb
67.9
Waste Water*

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this 1st day of March, 1985, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and

William L. Newcomb, Rt. #3, Rupert, Idaho hereinafter styled the lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased.--Subject to the conditions hereinafter set forth, the United States does hereby lease to the lessee, for Agricultural and Grazing purposes, the following-described premises in the (Agricultural or grazing) State of Idaho, to wit:

Lands located in Township 8 South, Range 24 East, Boise meridian:

Section 27: Tracts B and D, containing 65 acres agricultural and 14.86 acres grazing lands.

NORTH SIDE PUMPING DIVISION

containing 79.86 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations.--There are excepted and reserved from the lease of the premises described in article 3, the following:

(a) All lands to which other rights have lawfully attached before the date of this lease.

(b) The right to remove from said lands any or all timber, both standing and down.

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

(g) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(h) The right of the officers, agents and employees of the United States at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects.

(i)

5. Term of lease.--The lease of the premises described shall be for the period from March 1, 1985, to February 28, 1986, inclusive, unless sooner terminated as hereinafter provided.

6. Extension of lease term.--The lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond FEB/1990 if such lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner and by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended,

4. Exceptions and reservations --

(i) No grazing will be permitted during the period from JUNE 15th to AUGUST 15th without special written permission of the Contracting Officer.

(j) The tracts will be inspected annually by the Contracting Officer, or his designee, and the Lessee. This inspection will determine the carrying capacity of the land for the next year and a fee adjustment can be made if a large change is made in the carrying capacity.

(k) The lessee will comply with all County, State, and Federal health, sanitation and pollution standards and/or regulations.

accompanied by a notice that the lessee desires to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

7. Rental charges.--The lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$ 3,267.00 on the date hereof for the period ending February 28, 1986, and the sum of \$ 3,267.00 on account of each extension of this lease.

8. Repairs.--The lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

9. Miscellaneous conditions.--In the use of the leased premises the lessee shall faithfully observe the following conditions, and each of them:

(a) Not more than 2 animal unit months of grazing shall be permitted during the period

(b) No unlawful business shall be carried on.

(c) The lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle-guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the lessee may be removed by him at any time during the term of this lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the lessee's lease rights will, at the option of the contracting officer, become the property of the United States.

(d) No waste shall be committed.

(e) The lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(f) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The lessee hereby agrees to make such distribution and agrees also not to remove or to permit the removal of the same from the leased premises.

(g) The lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(h) The lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the leased premises are located shall be

9. Miscellaneous Conditions --

(n) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(o) The Contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to perennial grass, preferably crested wheat grass, in accordance with the general practices in the planting of such grass seed, and to the satisfaction of the aforementioned officer of the United States.

(i) The lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(j) Hunting and fishing by the public will not be restricted by the lessee.

(k) The lessee shall be responsible for obtaining any irrigation or domestic water to serve the leased premises. The United States does not claim a water supply for the land nor will it be responsible for the quantity or quality of water that the lessee might obtain for use on said land.

(l) The lessee shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, State pesticide laws, and all regulations and orders issued by the Environmental Protection Agency (EPA) and the State to administer said laws in the use of pesticides on the land covered by this lease.

Materials classified as restricted use pesticides by the EPA may be used on the land covered by this lease; provided, that the lessee submits full information regarding the proposed use to and obtains prior written approval from the officer of the United States administering this lease.

(m) No chemical toxicant shall be used on the lands covered by this lease for the purpose of killing predatory mammals or birds nor shall any chemical toxicant be used which causes any secondary poisoning effect for the purpose of killing mammals, birds, or reptiles.

10. Transfer of lease.--Neither this lease nor any interest therein shall be transferred by the lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

11. Termination of lease.--This lease shall terminate and all rights of the lessee hereunder shall cease, and the lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by articles 5 and 6; or
(b) Without notice, upon default in payment to the United States or any installment of rental charges as provided by article 7; or
(c) On March 1, of any year, upon written notice to the lessee, served 30 days in advance thereof; or

(d) After failure of the lessee to observe any of the conditions of articles 9 or 10, and on the tenth day following service of written notice on the lessee of termination because of failure to observe such conditions.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and registered, shall be considered service. If the termination under article 11 (c) or article 11 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior) of part of the rental for such then current lease or extension will be made.

12. Officials not to benefit.--No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

13. Successors in interest obligated.--The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By Leo A. Busch
Bureau of Reclamation

Address 1359 Hansen Avenue
Burley, Idaho 83318

William E. Newcomb
William E. Newcomb Lessee

P. O. Address Rt. #3
Rupert, Idaho 83350

Equal Opportunity

During the performance of this contract, the _____ Lessee _____, in this clause referred to as the Contractor, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
SALES SLIP

Date 2/2/87 706-427
Office Burley, Id 69183

Sold to: William B. Newcomb
Rt 3
Rupert, Id 83350

Quantity	Unit Price	Amount
		\$ 3267. ⁰⁰

Items Sold:
Lease of Land Renewal Payment
Contract 5-07-14-LE096
North Side Pumping Division
Period Covered 3/1/87 - 2/28/88

Received CK 1350
on the above account.

in the sum of \$ 3,267.00
Dale S. Walton
Signature
Clerk
Title

Total \$3267.⁰⁰

AUTHORIZED COLLECTOR'S COPY
Checks must be made payable to
Bureau of Reclamation
US GPO 1983-681-080

B-143
USBR PN Reg.
11/79
(Form 7-523 AG Rev.)

0-07-14-LA177

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this *14th* day of *March*, 1990, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and William L. Newcomb, Route 3, Rupert, Idaho 83350, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased.--Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for agricultural purposes, the following-described premises in the State of Idaho, to wit:

Lands located in Township 8 South, Range 24 East, Boise Meridian

Section 27: Tracts B and D
(as shown on attached map)

North Side Pumping Division

containing 67.9 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations.—There are excepted and reserved from the lease of the premises described in article 3, the following:

(a) All lands to which other rights have lawfully attached before the date of this lease.

(b) The right to remove from said lands any or all timber, both standing and down.

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

(g) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(h) The right of the officers, agents and employees of the United States at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects.

(i) The tracts will be grazed in a manner which will maintain the productivity of the land. The tracts will be inspected annually by the Bureau and the Lessee. This inspection will determine the carrying capacity of the land for the next year and fee adjustments can be made if large adjustments are made.

(j) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

5. Term of lease.--The lease of the premises described shall be or the period from March 1, 1990, to February 28, 1991, inclusive, unless sooner terminated as hereinafter provided.

6. This lease is a part of the North Side Extension Project. This lease is subject to revocation at anytime, depending upon approval of the Project and the development schedule for the areas.

7. Extension of lease term.--The Lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 1995, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the Lessee desires to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

8. Rental charges.--The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$ 3,802.40 on the date hereof for the period ending February 28, 1991, and the sum of \$ 3,802.40 on account of each extension of this lease.

9. Repairs.--The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

10. All grain stubble will be left standing in the field over the winter - no burning of stubble is allowed.

11. Miscellaneous conditions.--In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) No unlawful business shall be carried on.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle-guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration of termination of the Lessee's lease rights will, at the option of the Contacting Office, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also not to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the leased premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to perennial grass, preferably crested wheat grass, in accordance with the general practices in the planting of such grass seed, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The Lessee shall be responsible for obtaining any irrigation or domestic water to serve the leased premises. The United States does not claim a water supply for the land nor will it be responsible for the quantity or quality of water that the Lessee might obtain for use on said land.

(k) The Lessee shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, State pesticide laws, and all regulations and orders issued by the Environmental Protection Agency (EPA) and the State to administer said laws in the use of pesticides on the land covered by this lease.

Materials classified as restricted use pesticides by the EPA may be used on the land covered by this lease; provided, that the Lessee submits full information regarding the proposed use to and obtains prior written approval from the officer of the United States administering this lease.

(l) No chemical toxicant shall be used on the lands covered by this lease for the purpose of killing predatory mammals or birds nor shall any chemical toxicant be used which causes any secondary poisoning effect for the purpose of killing mammals, birds, or reptiles.

(m) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(n) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

12. Transfer of lease.--Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

13. Termination of lease.--This lease shall terminate and all rights of the Lessee hereunder shall cease, and the Lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by articles 5 and 7; or
- (b) Without notice, upon default in payment to the United States or any installment of rental charges as provided by article 8; or
- (c) On March 1, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or
- (d) After failure of the Lessee to observe any of the conditions of article 10, 11, or 12, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such conditions.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and registered, shall be considered service. If the termination under article 13 (c) or article 13 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior) of part of the rental for such then current lease or extension will be made.

14. Officials not to benefit.--No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

15. Successors in interest obligated.--The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

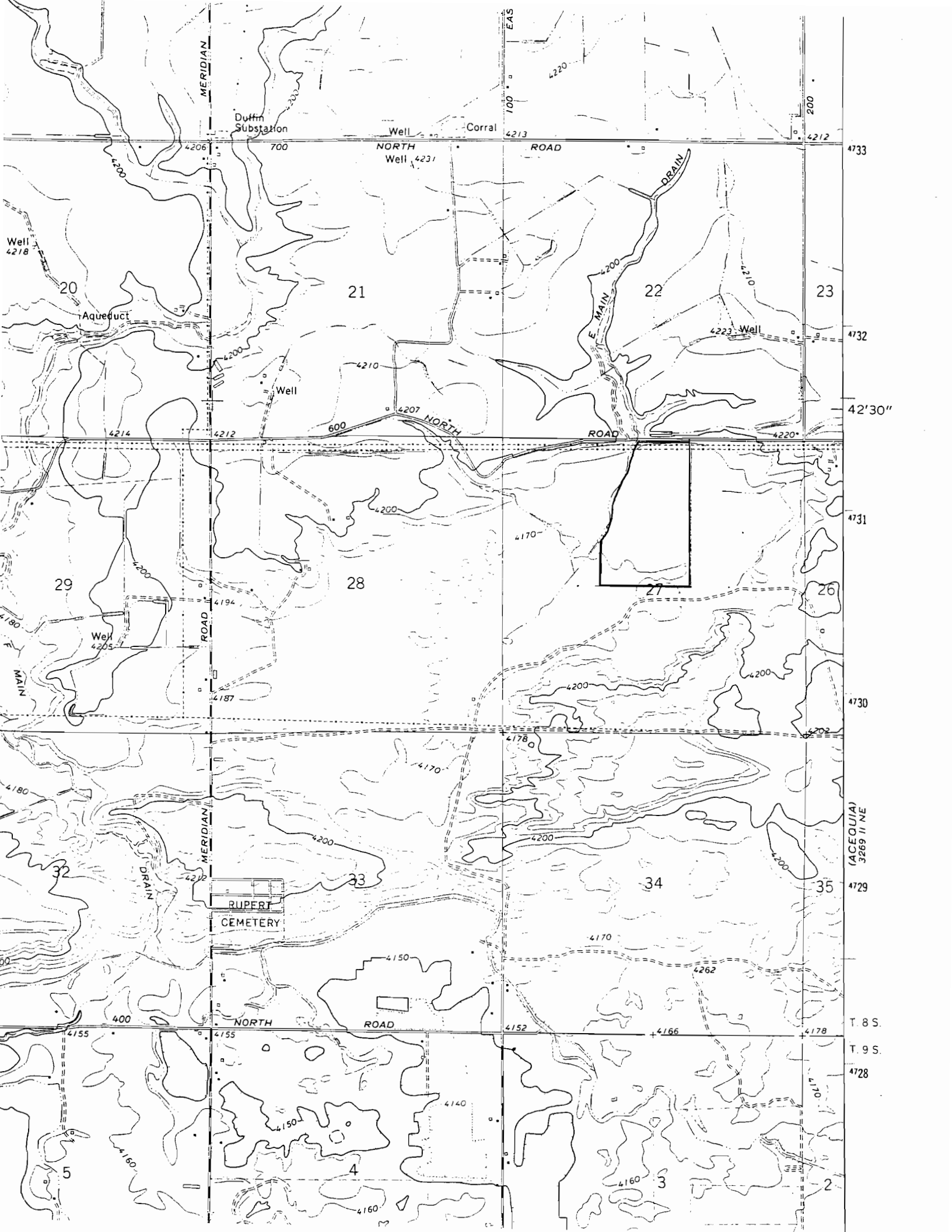
By May E. Jan Damborg
Bureau of Reclamation

Address 1359 Hansen Avenue

Burley, Idaho 83318

William L. Newcomb
William L. Newcomb Lessee

P.O. Address Route 3



Waste Water

B-143
WPRS PN Reg.
11/79
(Form 7-523 AG Rev.)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

MINIDOKA IRRIGATION PROJECT

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this 8th day of March, 1985, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and Leonard Schenk, Rt. #2, Box 2712, Paul, Idaho hereinafter styled the lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased.--Subject to the conditions hereinafter set forth, the United States does hereby lease to the lessee, for Agricultural & Grazing purposes, the following-described premises in the (Agricultural or grazing) State of Idaho, to wit:

Land located in Township 8 South, Range 21 East, Boise meridian:

Section 34: That portion of Tract E that commonly would be described as:

S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$
S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
S $\frac{1}{2}$ NE $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$

See attached map

Containing approximately ^{38.4}~~20~~ acres agricultural and ~~130~~ acres grazing land.

North Side Pumping Division

containing ^{38.4}~~150~~ acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations.--There are excepted and reserved from the lease of the premises described in article 3, the following:

(a) All lands to which other rights have lawfully attached before the date of this lease.

(b) The right to remove from said lands any or all timber, both standing and down.

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

(g) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(h) The right of the officers, agents and employees of the United States at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects.

(i)

5. Term of lease.--The lease of the premises described shall be for the period from March 1, 1985, to February 28, 1986, inclusive, unless sooner terminated as hereinafter provided.

6. Extension of lease term.--The lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond FEB/1990 if such lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner and by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended,

4. Exceptions and reservations --

(i) No grazing will be permitted during the period from JUNE 15th to AUGUST 15th without special written permission of the Contracting Officer.

(j) The tracts will be inspected annually by the Contracting Officer, or his designee, and the Lessee. This inspection will determine the carrying capacity of the land for the next year and a fee adjustment can be made if a large change is made in the carrying capacity.

(k) The lessee will comply with all County, State, and Federal health, sanitation and pollution standards and/or regulations.

accompanied by a notice that the lessee desires to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

7. Rental charges.--The lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$ ~~1,154.00~~ ^{1,920.00} *yp* on the date hereof for the period ending February 28, 1986, and the sum of \$ ~~1,154.00~~ ^{1,920.00} *yp* on account of each extension of this lease.

8. Repairs.--The lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

9. Miscellaneous conditions.--In the use of the leased premises the lessee shall faithfully observe the following conditions, and each of them:

(a) Not more than ~~22~~ animal unit months of grazing shall be permitted during the period

(b) No unlawful business shall be carried on.

(c) The lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle-guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the lessee may be removed by him at any time during the term of this lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the lessee's lease rights will, at the option of the contracting officer, become the property of the United States.

(d) No waste shall be committed.

(e) The lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(f) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The lessee hereby agrees to make such distribution and agrees also not to remove or to permit the removal of the same from the leased premises.

(g) The lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(h) The lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the leased premises are located shall be

9. Miscellaneous Conditions --

(n) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(o) The Contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the lessee, if requested by the officer of the United States executing this Lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to perennial grass, preferably crested wheat grass, in accordance with the general practices in the planting of such grass seed, and to the satisfaction of the aforementioned officer of the United States.

(i) The lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(j) Hunting and fishing by the public will not be restricted by the lessee.

(k) The lessee shall be responsible for obtaining any irrigation or domestic water to serve the leased premises. The United States does not claim a water supply for the land nor will it be responsible for the quantity or quality of water that the lessee might obtain for use on said land.

(l) The lessee shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, State pesticide laws, and all regulations and orders issued by the Environmental Protection Agency (EPA) and the State to administer said laws in the use of pesticides on the land covered by this lease.

Materials classified as restricted use pesticides by the EPA may be used on the land covered by this lease; provided, that the lessee submits full information regarding the proposed use to and obtains prior written approval from the officer of the United States administering this lease.

(m) No chemical toxicant shall be used on the lands covered by this lease for the purpose of killing predatory mammals or birds nor shall any chemical toxicant be used which causes any secondary poisoning effect for the purpose of killing mammals, birds, or reptiles.

10. Transfer of lease.--Neither this lease nor any interest therein shall be transferred by the lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

11. Termination of lease.--This lease shall terminate and all rights of the lessee hereunder shall cease, and the lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by articles 5 and 6; or

(b) Without notice, upon default in payment to the United States or any installment of rental charges as provided by article 7; or

(c) On March 1, of any year, upon written notice to the lessee, served 30 days in advance thereof; or

(d) After failure of the lessee to observe any of the conditions of articles 9 or 10, and on the tenth day following service of written notice on the lessee of termination because of failure to observe such conditions.

Equal Opportunity

During the performance of this contract, the _____ Lessee _____, in this clause referred to as the Contractor, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and registered, shall be considered service. If the termination under article 11 (c) or article 11 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior) of part of the rental for such then current lease or extension will be made.

12. Officials not to benefit.--No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

13. Successors in interest obligated.--The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By Leo A. Busch
Bureau of Reclamation

Address 1359 Hansen Avenue
Burley, Idaho 83318

Leonard Schenk
Leonard Schenk Lessee

P. O. Address Rt. #2, Box 2712
Paul, Idaho 83347

28
33

T71
A64-2-2
2 11.9
3 12.6



1239-2-3
3 18.4
2 8.1
9.8

T1349 BLM
A351
2 24.3
9.4

T69
A63
2 9.8
3 13.2
1 11.9

T5990
1239-1-3
2 23.0

wlt
54.2

4A
29.0
wlt

3A
Bry
33.5

33 34
4 3

T6
2 49.2

1215-1-2

T5960
1109
3 26.5
2 14.3
1 13.0

50

5 35.9
6 32.8

3 40.9

T63
A57
1 23.4

T61
1215-2-2

T5950
1239-3
3 22.9
2 18.5

T63
A57
2 26.9

22.4
2 25.8

4 17.8
3 27.1

Trc

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
SALES SLIP

420
421
706-

Date 6-30-87

Office Burley, Id

64189

Sold to: Leonard Schenk
Route 2 Box 2712
Paul, Id 83318

Quantity Unit Price Amount

Items Sold:

Lease of Land Payment

\$898.10

Contract 5-07-14-LB096

Period Covered 3/1/87 - 2/28/88

Agria + Grazing

Adds 20 Acres of Agria

Received CK# 2346
on the above account.

in the sum of \$ 898.10

Total \$898.10

AUTHORIZED COLLECTOR'S COPY

Daria S. Walton

Signature

Clerk

Title

Checks must be made payable to
Bureau of Reclamation

B-143
USBR PN Reg.
11/79
(Form 7-523 AG Rev.)

0-07-14-LE177

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this *24th* day of *May*, 1990, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and Arlen Woodward, Route 2, Box 2424, Paul, Idaho 83347, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased.--Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for agricultural purposes, the following-described premises in the State of Idaho, to wit:

Township 9 South, Range 21 East, Boise Meridian

Section 1: Part of the NW1/4
(as shown on attached map)

North Side Pumping Division

containing 3 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations.--There are excepted and reserved from the lease of the premises described in article 3, the following:

(a) All lands to which other rights have lawfully attached before the date of this lease.

(b) The right to remove from said lands any or all timber, both standing and down.

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

(g) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(h) The right of the officers, agents and employees of the United States at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects.

(i) The tracts will be grazed in a manner which will maintain the productivity of the land. The tracts will be inspected annually by the Bureau and the Lessee. This inspection will determine the carrying capacity of the land for the next year and fee adjustments can be made if large adjustments are made.

(j) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

5. Term of lease.--The lease of the premises described shall be for the period from March 1, 1990, to February 28, 1991, inclusive, unless sooner terminated as hereinafter provided.

6. This lease is a part of the North Side Extension Project. This lease is subject to revocation at anytime, depending upon approval of the Project and the development schedule for the areas.

7. Extension of lease term.--The Lessee has an option to extend the term of the lease as defined in the preceding article, for an additional period of one year, but in no event beyond February 28, 1992, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the Lessee desires to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

8. Rental charges.--The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$ 336.00 on the date hereof for the period ending February 28, 1992.

9. Repairs.--The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

10. All grain stubble will be left standing in the field over the winter - no burning of stubble is allowed.

11. Miscellaneous conditions.--In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) No unlawful business shall be carried on.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle-guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration of termination of the Lessee's lease rights will, at the option of the Contacting Office, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also not to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the leased premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to perennial grass, preferably crested wheat grass, in accordance with the general practices in the planting of such grass seed, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The Lessee shall be responsible for obtaining any irrigation or domestic water to serve the leased premises. The United States does not claim a water supply for the land nor will it be responsible for the quantity or quality of water that the Lessee might obtain for use on said land.

(k) The Lessee shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, State pesticide laws, and all regulations and orders issued by the Environmental Protection Agency (EPA) and the State to administer said laws in the use of pesticides on the land covered by this lease.

Materials classified as restricted use pesticides by the EPA may be used on the land covered by this lease; provided, that the Lessee submits full information regarding the proposed use to and obtains prior written approval from the officer of the United States administering this lease.

(l) No chemical toxicant shall be used on the lands covered by this lease for the purpose of killing predatory mammals or birds nor shall any chemical toxicant be used which causes any secondary poisoning effect for the purpose of killing mammals, birds, or reptiles.

(m) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(n) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

12. Transfer of lease.--Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

13. Termination of lease.--This lease shall terminate and all rights of the Lessee hereunder shall cease, and the Lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by articles 5 and 7; or

(b) Without notice, upon default in payment to the United States or any installment of rental charges as provided by article 8; or

(c) On March 1, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or

(d) After failure of the Lessee to observe any of the conditions of article 10, 11, or 12, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such conditions.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and registered, shall be considered service. If the termination under article 13 (c) or article 13 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior) of part of the rental for such then current lease or extension will be made.

14. Officials not to benefit.--No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

15. Successors in interest obligated.--The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written..

UNITED STATES OF AMERICA

By Harold I. Short
Bureau of Reclamation

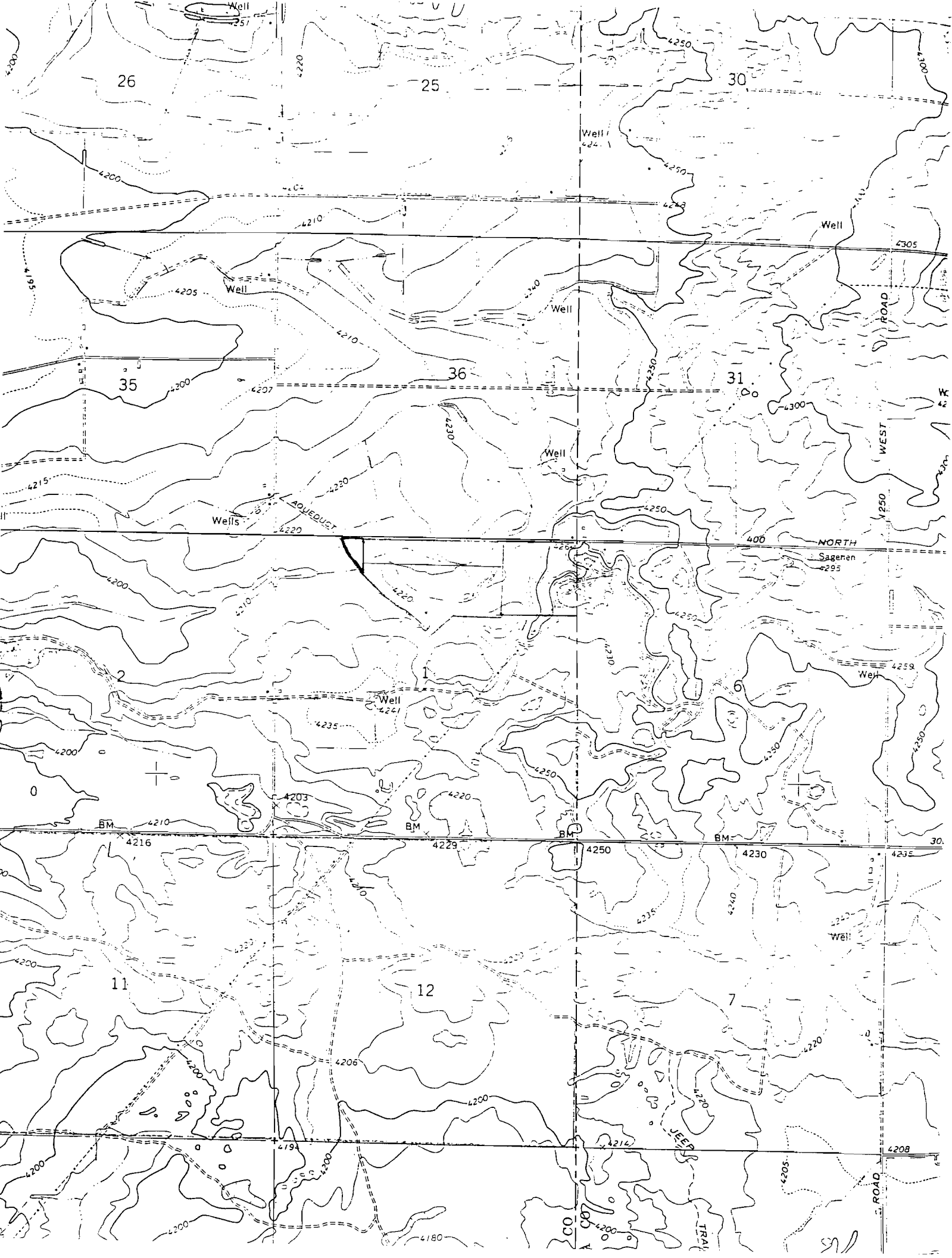
Address 1359 Hansen Avenue

Burley, Idaho 83318

Arlen Woodward
Arlen Woodward Lessee

P.O. Address Route 2, Box 2650

Paul, Idaho 83347



427 *up*
420 *✓*

Form 7-769
(57)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
SALES SLIP

Date 6-20-90
Office Burley, Id. 78243

Sold to:	Quantity	Unit Price	Amount
<u>Arlen Woodward.</u> <u>Route 2 Box 2424</u> <u>Paul Id 83347</u> <i>✓ ND 5.00</i>			
Items Sold:			
<u>Lease of Land Contract</u>			<u>\$ 336.⁰⁰</u>
<u>No. 0-07-14-LE177</u>			
<u>North Side Pumping Division</u>			
<u>Agricultural</u>			
<u>Period Covered 3/1/90 - 2/28/92</u>			
<u>3X0-1183-8350-200-80-0-0</u>			

Received OK # 498
on the above account.

in the sum of \$ 336.⁰⁰

Total \$ 336.⁰⁰

AUTHORIZED COLLECTOR'S COPY

Checks must be made payable to
Bureau of Reclamation

Dale Walton
Signature
Clerk
Title

No Pool
on 36-02080

Waste Water

B-143
USBR PN Reg.
11/79
(Form 7-523 AG Rev.)

0-07-14-LB177

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this ^{2nd} day of *April*, 1990, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and *Arnold* Patterson ~~Brothers~~, *up* ~~c/o David Patterson~~, Route 1, Box ~~1186~~, Paul Idaho 83347, hereinafter styled the Lessee. ₁₁₈₅

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased.--Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for agricultural purposes, the following-described premises in the State of Idaho, to wit:

Land located in Township 9 South, Range 22 East, Boise Meridian

Section 15: Portion of Tract A
(as shown on attached map)

North Side Pumping Division

containing 46.3 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations.--There are excepted and reserved from the lease of the premises described in article 3, the following:

(a) All lands to which other rights have lawfully attached before the date of this lease.

(b) The right to remove from said lands any or all timber, both standing and down.

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

(g) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(h) The right of the officers, agents and employees of the United States at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects.

(i) The tracts will be grazed in a manner which will maintain the productivity of the land. The tracts will be inspected annually by the Bureau and the Lessee. This inspection will determine the carrying capacity of the land for the next year and fee adjustments can be made if large adjustments are made.

(j) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

5. Term of lease.--The lease of the premises described shall be or the period from March 1, 1990, to February 28, 1991, inclusive, unless sooner terminated as hereinafter provided.

6. This lease is a part of the North Side Extension Project. This lease is subject to revocation at anytime, depending upon approval of the Project and the development schedule for the areas.

7. Extension of lease term.--The Lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 1995, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the Lessee desires to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

8. Rental charges.--The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$ 2,595.00 on the date hereof for the period ending February 28, 1991, and the sum of \$ 2,595.00 on account of each extension of this lease.

9. Repairs.--The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

10. All grain stubble will be left standing in the field over the winter - no burning of stubble is allowed.

11. Miscellaneous conditions.--In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) No unlawful business shall be carried on.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle-guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration of termination of the Lessee's lease rights will, at the option of the Contacting Office, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also not to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the leased premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to perennial grass, preferably crested wheat grass, in accordance with the general practices in the planting of such grass seed, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The Lessee shall be responsible for obtaining any irrigation or domestic water to serve the leased premises. The United States does not claim a water supply for the land nor will it be responsible for the quantity or quality of water that the Lessee might obtain for use on said land.

(k) The Lessee shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, State pesticide laws, and all regulations and orders issued by the Environmental Protection Agency (EPA) and the State to administer said laws in the use of pesticides on the land covered by this lease.

Materials classified as restricted use pesticides by the EPA may be used on the land covered by this lease; provided, that the Lessee submits full information regarding the proposed use to and obtains prior written approval from the officer of the United States administering this lease.

(l) No chemical toxicant shall be used on the lands covered by this lease for the purpose of killing predatory mammals or birds nor shall any chemical toxicant be used which causes any secondary poisoning effect for the purpose of killing mammals, birds, or reptiles.

(m) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(n) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

12. Transfer of lease.--Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

13. Termination of lease.--This lease shall terminate and all rights of the Lessee hereunder shall cease, and the Lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by articles 5 and 7; or

(b) Without notice, upon default in payment to the United States or any installment of rental charges as provided by article 8; or

(c) On March 1, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or

(d) After failure of the Lessee to observe any of the conditions of article 10, 11, or 12, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such conditions.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and registered, shall be considered service. If the termination under article 13 (c) or article 13 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior) of part of the rental for such then current lease or extension will be made.

14. Officials not to benefit.--No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

15. Successors in interest obligated.--The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By *John M. Sully*
Bureau of Reclamation

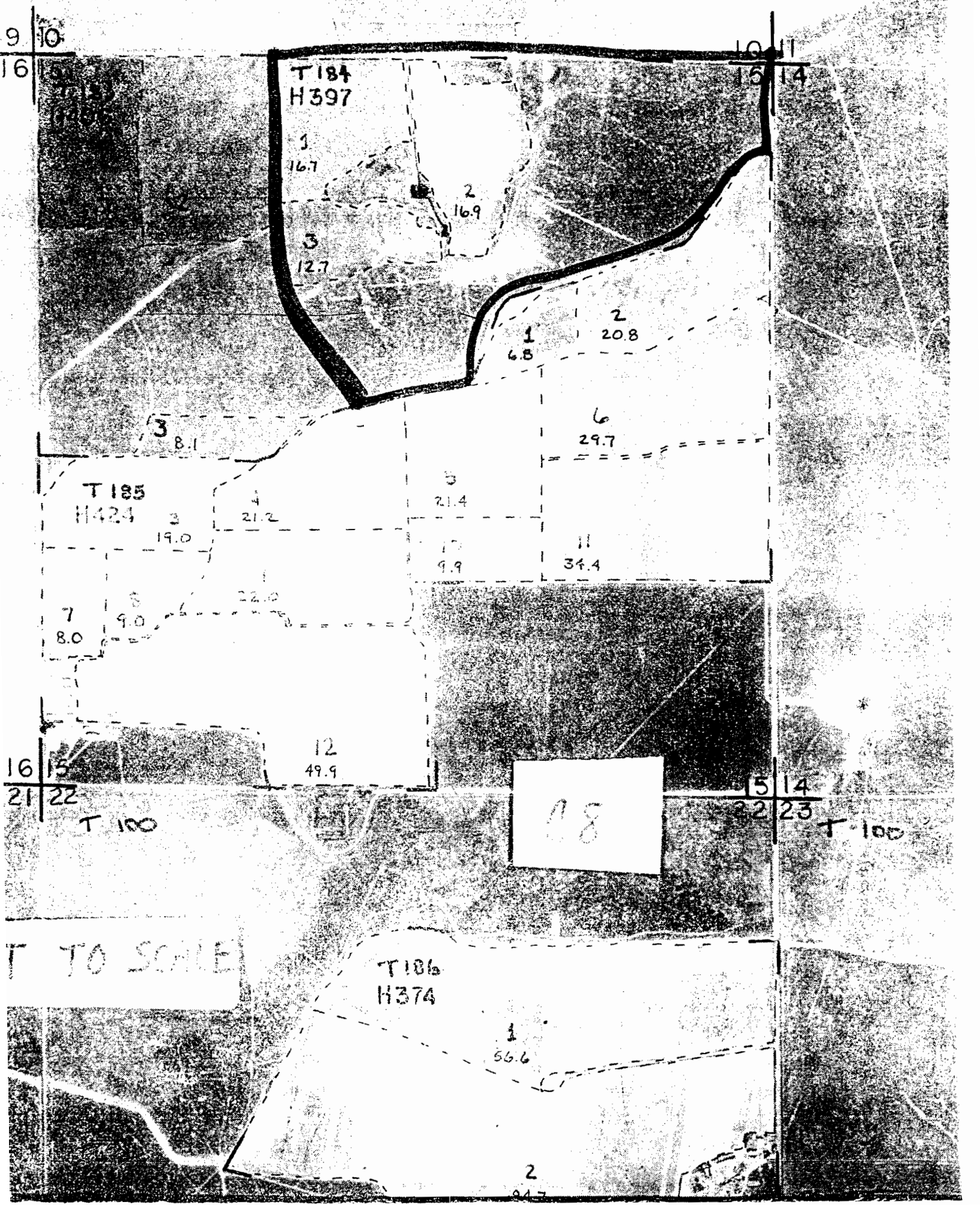
Address 1359 Hansen Avenue

Burley, Idaho 83318

[Signature]
Patterson Brothers Lessee

P.O. Address Route 1, Box 1186

Paul, Idaho 83347



T 184
H 397

1
16.7
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16.9
3
12.7

1
6.8
2
20.8

3
8.1

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T 185
H 424

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21.4

3
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10
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11
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7
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18

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23

T 100

TO SCALE

T 106
H 374

1
56.6

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94.7

~~Cannot~~
Cannot charge for 87
or 88 on extra acreage.
our lease stated acreage -
will have to change the
lease -

Remeasure

before bills go out
in December

Before this is put
up for bid again
it should be
remeasured.

Looks like more
acreage is being farmed
than stated on the
lease.

2001 JUL 10 PM 1:28

South
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DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

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


<p>In Re SRBA</p> <p>Case No. 39576</p> <hr/>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Subcases 36-15127A, 36-15127B, 36-15192, 36-15193A, 36-15193B, 36-15194A, 36-15194B, 36-15195A, 36-15195B, 36-15196A and 36-15196B</p> <p>ORDER CONTINUING SCHEDULING CONFERENCE</p>
--	--	--

A scheduling conference by telephone was held on July 6, 2001. Roger D. Ling appeared for claimant A&B Irrigation District; John J. Hockberger, Jr., David Gehlert and Rosemary Urbigkeit, with Dala Walton, appeared for claimant the United States of America, Bureau of Reclamation; John M. Marshall appeared for respondent Magic Valley Ground Water District, *et al.*; David J. Barber appeared for the State of Idaho; and Nicholas B. Spencer, with Doug Jones, appeared for IDWR.

The parties agreed the only remaining issue was the number of acres in 2 of the claims and settlement of that issue appears imminent. Then, a combined acreage remark must be added to the other claims. The parties expect to complete the paperwork and settlement within 120 days.

THEREFORE, IT IS ORDERED that the scheduling conference is continued until Friday, October 5, 2001, 10:00 a.m.

DATED July 9, 2001.



TERRENCE A DOLAN
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER CONTINUING SCHEDULE CONFERENCE was mailed July 10, 2001, with sufficient first-class postage to the following:

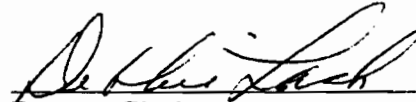
Director of IDWR
P O Box 83720
Boise, Idaho 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
P O Box 44449
Boise, Idaho 83711-4449

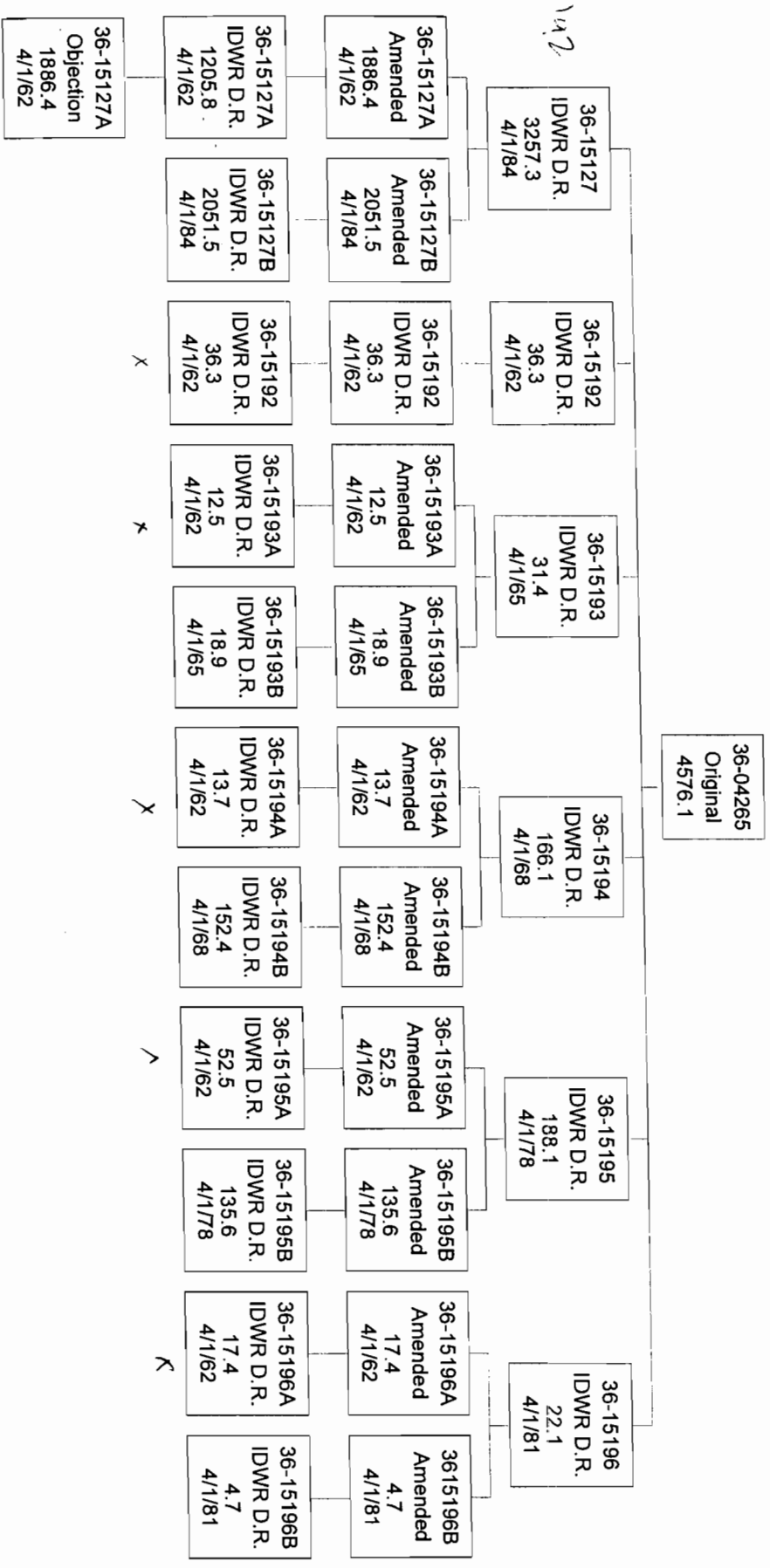
United States Department of Justice
Environment & Natural Resources Division
550 West Fort Street, MSC 033
Boise, Idaho 83724

Jeffrey C Fereday
P O Box 2720
Boise, Idaho 83701-2720

Roger D Ling
P O Box 396
Rupert, Idaho 83350


Deputy Clerk

Snake River Basin Adjudication Claims
 A&B Irrigation District
 Constitutional and Expansion Acres
 May 24, 2001



Rein

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MEMORANDUM

TO: A&B IRRIGATION DISTRICT FILES
FROM: Douglas Jones
DATE: May 18, 1998
RE: PRE- & POST- AMENDMENT TABULATION

PRE-AMENDMENT:

36-15127:	3257.3 ac	04/01/1984
36-15192:	36.3 ac	04/01/1962
36-15193:	31.4 ac	04/02/1965
36-15194:	166.1 ac	04/01/1968
36-15195:	188.1 ac	04/01/1978
36-15196:	22.1 ac	04/01/1981
	<u>3701.3</u>	

POST-AMENDMENT:

36-15127A:	1886.4 ac	04/01/1962
36-15127B:	2051.5 ac	04/01/1984

36-15192: NO CHANGE

36-15193A:	12.5	1962
36-15193B:	18.9	1965

36-15194A:	13.7	1962
36-15194B:	152.4	1968

36-15195A:	52.5	04/01/1962
36-15195B:	135.6	1978

36-15196A:	17.4	04/01/1962
36-15196B:	4.7	04/01/1981

4345.6
+ 36.3 (36-15192)
4381.9

Total = 3937.9 ($\Delta = +680.6$)
over initial filings

Σ pre '63 = 2018.8 (1982.5 recently identified)

BoR



United States Department of the Interior

BUREAU OF RECLAMATION

Snake River Area Office-East Unit
1359 Hansen Avenue
Burley, Idaho 83318-1821

MAY 20 1998

IN REPLY REFER TO:

SRA-6434
WTR-4.00

U.S. DEPARTMENT OF THE INTERIOR

MAY 21 1998

Department of the Interior
Bureau of Reclamation

Mr. Douglas Jones, P.E.
Water Rights Supervisor
State of Idaho
Department of Water Resources
1341 Fillmore Street - Suite 200
Twin Falls ID 83301-2280

Subject: Amended A&B Irrigation District Claims
(Your letter dated May 15, 1998)

Dear Mr. Jones:

We have received your letter requesting information identifying the number of acres and their location that is being claimed in the amended water right claims for the A&B Irrigation District. We are working with the District to provide this information for your investigation.

Sincerely,


Steven L. Brawley
Deputy Area Manager

cc: Fritz Holleman, U.S. Department of Justice, P.O. Box 663,
Washington DC 20044-0663
Roger Ling, Attorney at Law, P.O. Box 396, Rupert ID 83350



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

May 15, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DALA WALTON
MINIDOKA PROJECT OFFICE
US BUREAU OF RECLAMATION
1359 HANSEN AVE
BURLEY ID 83318

RE: Amended A&B Irrigation District claims

Dear Dala:

I am writing to follow up on the previous two phone conversations we've had, the most recent being Friday, May 1. Please provide to the department documentation identifying the number and the location of the acreage being claimed as pre-1963. To assist in this IDWR is preparing, and will send out early next week, large scale GIS plots. These plots will include our current understanding of the A&B District lands and hopefully include what private rights we have digitized within the boundary.

Also, please submit clarification of whether the requested flow rates on the beneficial use claims represent additional capacity relative to the licensed flow rate. If they do please submit documentation of the pump capacities for the system as of the priority date claimed. If we do not receive information we will conclude there is no additional flow rate represented by the beneficial use (pre-1963) claims.

IDWR will need information addressing the status of the pre-1963 acreage as of the various enlargement dates claimed. That is, is the irrigation of the pre-1963 acreage still on-going during, for example 1984 (36-15127B)?

If you have any questions please contact us, but I will try to call you Monday afternoon.

Sincerely,

A handwritten signature in black ink that reads "Douglas Jones". The signature is written in a cursive style with a large, looped initial 'D'.

Douglas Jones, P.E.
Water Rights Supervisor

AB Irrigation District - Total Irrigated Acres

16-Jan-98

Information to

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
A	723 34 & 823 3/4	99.6	2.3	0	2.3
H	724 27 (area 2)	71.1	2.6	0	2.6
G	724 27/34	144.7	17.4	4.8	22.2
D	724 32/33 (area 1)	4.1	0	0	0.0
D	724 32/33 (area 2)	104.2	2.3	0	2.3
B	724 34	116.9	13.2	1.2	14.4
F	724 28/23	146.3	2.4	0	2.4
J	724 33/34 (par C)	1.6	0	0	0.0
G	724 29/30/31/32	120.5	1.7	0	1.7
C	724 31 (par 2)	48.4	0	0	0.0
C	724 22 (less par)	135.3	4.8	0	4.8
B	724 27/28	137.3	3.5	0	3.5
F	724 22/27	149.7	15.7	12.2	27.9
B	724 26	157.5	0.5	12.4	12.9
D	724 23	154.6	12.6	7.1	19.7
D	724 22,27,28	149.8	0	52.3	52.3
A	724 31 (par A)	1.3	0	0	0.0
G	724 33	140.8	5.7	2.1	7.8
B	724 31/32	93.1	0	0	0.0
C	724 31(par 1)	44.5	0	0	0.0
B	724 35 (less par A&B)	94.7	7.9	0	7.9
J	724 33/34 (less par ABC)	124.4	3	0.3	3.3
A	724 31 (less par A)	86.1	8.4	0	8.4
A	724 23	159.8	31.3	21.7	53.0

66,986.2

A 681 ac

Tract	Legal	Acres Irrigated under			Total Irrigated Acres over Original License
		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	
L	724 35 (area 1)	115.4	1.8	20.6	22.4
G	724 26/35	146.3	3.4	11.8	15.2
J	724 32 (less par 1)	109.5	0	0.4	0.4
L	724 35 (area 2)	3.6	0	0.8	0.8
F	724 29/32	149.4	0	0	0.0
B	724 35 (par)	6.6	0	0	0.0
C	724 22 (par 1&A)	4.3	0	0	0.0
A	724 26 (par)	15.9	0	0	0.0
A	724 32/33	111.4	0	0	0.0
H	724 31/32	134.8	0	1.6	1.6
B	724 35 (par)	8	0	0	0.0
C	724 34/35 (less par A)	115	0	0	0.0
D	724 34/35 (less par A)	90.4	10.1	0	10.1
F	724 26/35	143.9	1.7	1.2	2.9
E	724 23 (less par)	122.1	0	0	0.0
A	724 29	118.9	4.6	0	4.6
E	724 23 (par)	1.3	0	0	0.0
A	724 28	118.5	0	2.9	2.9
E	724 31/32 & 824 5/6	88.3	0	0	0.0
J	724 32 (par 1)	2.2	0	0	0.0
A	724 27/34	128.8	11.8	0	11.8
A	724 30	113.7	13.3	4.8	18.1
A	724 26 (less par)	143.7	25.4	20.2	45.6
C	724 34/35 (par A)	0.4	0	0	0.0
B	724 22/23	157.2	9	53	62.0
H	724 27/34 (area 1&3)	88.9	40.1	4.9	45.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
E	724 33/34 (less par)	138	0	0	0.0
J	724 33/34 (par A&B)	6	0	0	0.0
B	724 33 (less par)	101.7	0	2.1	2.1
M	724 35 & 824 2 (Tr. E)	128.8	36.3	0	36.3
C	724 32/33	126.1	16.9	0.2	17.1
B	724 35 (par)	1	0	0	0.0
B	725 30/31	136.2	0.2	5	5.2
A	725 30/31 (less par)	134.6	18.5	1.5	20.0
A	725 29/32	138	10	12	22.0
E	725 32 & 825 5 (par 2)	17.2	0	0	0.0
D	725 32 & 825 5	121.4	2.5	10.2	12.7
D	725 31	136.3	3.4	0	3.4
E	725 32/33 & 825 4/5	114	1.9	2.9	4.8
C	725 30/31	160	0	0	0.0
ST	725 30 (ST) N 1/2 NW 1/4	0	0	11.2	11.2
E	725 31	131.3	30.1	13.5	43.6
G	725 31 (par)	32.6	0	0	0.0
B	725 32	144.3	2.8	5.7	8.5
A	725 27 (less par)	124.9	15.1	0	15.1
A	725 34 (par A)	3	0	0	0.0
B	725 34 (less par)	133.2	2.2	6.7	8.9
A	725 34 (par 1)	5.6	0	0	0.0
D	725 32 & 825 5	22.1	0	0	0.0
E	725 32 & 825 5 (less par 2)	15.9	0	0	0.0
A	725 30 (ParA)	3	0	0	0.0
C	725 33 (par)	11.4	0	0	0.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
B	725 33	151.3	4.7	3.3	8.0
A	725 33	127.2	10	16.2	26.2
D	725 33	122.3	9.8	6.7	16.5
C	725 34 & 825 3	139.5	0	0	0.0
C	725 32/33 (par)	133.4	0.3	1.5	1.8
H	821 26/35	102.1	0	0	0.0
C	821 34 & 921 3	110.5	39	3	42.0
B	821 34	102.5	0	0	0.0
B	821 33 & 921 4	131.3	18.7	0.4	19.1
A	821 33 34 & 921 3/4	129	0	1	1.0
C	821 26	113	0.9	0	0.9
A	821 25	107.4	0	0	0.0
B	821 23/26	107.3	2.3	0.1	2.4
C	821 23/24/25	120.1	17.2	8.5	25.7
E	821 26	99.4	0	0	0.0
D	821 23/26	119.7	0	0	0.0
D	821 25 & 822 30	109.5	0.2	0	0.2
A	821 35	100.9	0	0	0.0
A	821 26 (par 1)	1.4	0	0	0.0
C	821 22/27	95.2	0	47.4	47.4
J	821 26/35	102	0	0.1	0.1
B	821 25 & 822 30	125.2	0	0	0.0
D	821 27 (less par)	112.3	0	0	0.0
E (ST)	821 34 (NE)	0	0	38.4	38.4
F	821 26	95.1	1.5	0	1.5
B	821 22/27	99.5	0	0	0.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
A	821 26 (less par 1)	92.9	20.8	0	20.8
B	821 35	103	0	0	0.0
G	821 26/35	101.2	0	0	0.0
A	821 22/23/27	90.7	2.2	40	42.2
C	821 35	97.4	0	0	0.0
B	822 35 & 922 2	138	3	2.9	5.9
C	822 35	160	9	42	51.0
C	823 33 & 923 4	1.1	0	0	0.0
E	823 31/32 (par A)	3.4	0	0	0.0
B	823 12	87.2	0	1.9	1.9
D	823 15/22 (Pars)	35.4	0.6	0	0.6
F	823 20/21	114.1	0	0.2	0.2
K	823 26/34/35	115.9	0	1.8	1.8
B	823 21	93.2	0	0	0.0
F	823 32 (par 1)	127.2	19	0	19.0
G (ST)	823 32	0	0	30.6	30.6
B	823 30	130.6	5.2	0	5.2
B	823 31 & 923 6	132.4	0	0	0.0
D	823 29/30/31/32	133.1	2.9	7.4	10.3
J	823 29 (par 2)	1	0	0	0.0
G	823 26	124.4	2	0	2.0
B	823 20 (area 1)	1	0	0	0.0
A	823 29 (par)	9.1	0	0	0.0
F	823 1/2	93.4	0.2	0	0.2
E	823 11	96.3	1.8	2.1	3.9
H	823 23/26	96.2	0	0	0.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
C	823 34 (area 2)	16.9	0	0	0.0
H	823 28/29 (par 1)	2	0	0	0.0
B	823 9 (area 1)	1.7	0	0	0.0
D	823 15/22 (Pars)	14.1	1	0	1.0
G	823 4/5 (ar A, par 1)	12.1	0	0	0.0
B	823 4 (less par 2)	110.7	28.9	0	28.9
N	823 11/14/15 (Sec 11 less par 5)	17.8	0	0	0.0
A	823 10/11 (less par A & 3)	95.4	2.3	0	2.3
A	823 15	114.5	5.5	1	6.5
B	823 10/11 (area 2, par 1,2,4)	5.7	0	0	0.0
N	823 11/14/15 (Sec 15)	32.3	1.1	0	1.1
B	823 14	101.7	6	0	6.0
E	823 15 (par 2)	6.2	0	0	0.0
B	823 15	107.8	3.1	0	3.1
D	823 15/22 (area 1)	66.3	1.7	0	1.7
N	823 11/14/15 (par A)	1.9	0	0	0.0
E	823 1	95.9	0	0	0.0
D	823 1	96.2	0	0	0.0
D	823 17 (par 1)	110.2	4.6	0	4.6
F	823 17 (less par 1)	121	0	0	0.0
B	823 20 (less ar 1)	108.9	13.4	1.3	14.7
H	823 3/10/11 (less par 1)	96.9	4.4	0.2	4.6
C	823 27/28	104	0	0	0.0
F	823 26 (area 1)	60.2	0	0	0.0
A	823 23 (less par)	96.2	4.2	0	4.2
E	823 12/13	109.5	0	0	0.0

Tract	Legal	Acres Irrigated under			Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License		
C	823 24 & 824 19	148.7	0	5.3	5.3	
C	823 22	124	7.5	1.7	9.2	
C	823 29	124.1	0	0.3	0.3	
B	823 27/28 (less par)	77.4	0	0	0.0	
G	823 27/34	104.5	3	0.2	3.2	
B	823 27/28 (par)	2.6	0	0	0.0	
K (ST)	823 25	0	0	0.2	0.2	
B	823 25	104.8	0	0	0.0	
F	823 17 (par 1)	2.7	0	0	0.0	
D	823 34/35 (par 1)	1.7	0	0	0.0	
C	823 33 & 923 4 (less par)	153.3	5.6	1.4	7.0	
C	823 15	119.5	0	0.2	0.2	
A	823 25	103	1.4	0	1.4	
D	823 24/25 (ar 1)	105	0	0	0.0	
K	823 28/33	115.7	0	0	0.0	
F	823 12/13	127.2	5.8	0	5.8	
D	823 24/25 (ar 2)	11.1	0	0	0.0	
A	823 1 (less Tr D)	106	0	0	0.0	
A	823 1-Tr D	2	0	0	0.0	
F	823 26 (area 3)	0.8	0	0	0.0	
F	823 14/15/22/23 (ar 2-sec 15)	1.2	0	0	0.0	
C	823 2	97.8	10.4	0	10.4	
A	823 2 (area 1)	18.5	0	0	0.0	
D	823 12	128	0	0	0.0	
L	823 11 (less par)	103.1	4.2	0.6	4.8	
J	823 11/12	90	0	0	0.0	

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		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated under License		
C	823 11/12	92.5	0	0	0.0	
C	823 31/32	139.8	2.4	9.2	11.6	
M	823 11/12/13/14	96	7	1.1	8.1	
J	823 9 (par 1)	4.1	0	0	0.0	
D	823 5 (TR B&H)	158.5 <i>was 165</i>	12.5	6.9	19.4	
F (ST)	823 3 (ST) F	0	0	17.3	17.3	
E	823 31/32 (less par A)	142.9	5.1	0.2	5.3	
H	823 1 (area 1)	1.4	0	0	0.0	
A	823 34 (par A)	1.1	0	0	0.0	
E	823 4/9 (less par)	116.9	2.4	12.3	14.7	
C	823 5/6	136.8	0	0	0.0	
F	823 9 (par 1)	2	0	0	0.0	
C	823 1	150.5	0.7	0	0.7	
C	823 21 (par)	1.4	0	0	0.0	
G	823 4/5 (ar A, par 1)	101.3	0	0	0.0	
D	823 2/11	108.1	6.4	0	6.4	
G	823 2 (area 2)	3.8	0	0	0.0	
J	823 35 (par)	3.6	0	0	0.0	
G	823 2/3/10/11	112.4	6.3	0	6.3	
C	823 34	118.9	0	0	0.0	
E	823 21 (par A)	4	0	0	0.0	
A	823 33	141.2	11.4	0	11.4	
A	823 29 (less par)	109.8	0	1.2	1.2	
E (ST)	823 33	0	0	4	4.0	
D	823 27 (less par A)	92.7	0.2	0	0.2	
D	823 33 & 923 4 (less par)	147.2	2.1	0	2.1	

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		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License		
C	823 9 (par 2 & 3)	5.2	0	0	0	0.0	
B	823 10/11 (less par)	98	11.3	0	0	11.3	
A	823 10/11 (par 3)	3.9	0	0	0	0.0	
N	823 11/14/15 (par 5)	1.3	0	0	0	0.0	
F	823 14/15/22/23 (par 1)	5.2	0	0.1	0	0.1	
A	823 35	114.7	0	0	0	0.0	
F	823 32 (par 2)	3.6	0	0	0	0.0	
K	823 3/10	121.1	8	5.6	0	13.6	
F	823 28 (area B)	3.9	0	0	0	0.0	
H	823 28/29 (less par 1)	116.4	8.6	0	0	8.6	
E	823 20	129.3	0	5	0	5.0	
G	823 28/29	95.8	0	0	0	0.0	
C	823 4	109.4	6.6	4.4	0	11.0	
D	823 9/10 (less par 1,2,3)	108.6	0	0	0	0.0	
E	823 4 (par A)	3.7	0	0	0	0.0	
F	823 9 (par 2)	136.4	0	0.7	0	0.7	
C	823 9 (less par 1,2,6)	51.7	7	0	0	7.0	
C	823 17	114.4	0	0	0	0.0	
B	823 2/3	107.9	0	0	0	0.0	
D	823 3 (par)	1.2	0	0	0	0.0	
C	823 20	110	0	0	0	0.0	
D	823 19/20	122.8	0	0	0	0.0	
B	823 9 (less par 4 & ar 1)	97.8	0	0	0	0.0	
C	823 9 (par 1 & 6)	36	0	0	0	0.0	
E	823 8 (less par 1&2)	130.8	13.7	0.6	0	14.3	
J	823 3/4/9/10 (par 2)	113.4	31.4	0	0	31.4	

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E	823 3	102	1.9	0	1.9
C	823 3 (par 1)	3	0	0	0.0
D	823 3/4 (less par)	110.2	0	0	0.0
C	823 3 (par 1)	106	0	0	0.0
F	823 11	103.2	0	0	0.0
E	823 28 (par A)	7.1	0	0	0.0
F	823 3	115.6	2.7	0	2.7
A	823 2 (area 2)	86.5	4.9	0	4.9
B	823 27/28 (par)	8.6	0	0	0.0
E	823 24/25	121.5	1.2	0	1.2
E	823 2 (area 2)	14.6	1	0	1.0
D	823 26 (par 1)	1.5	0	0	0.0
F	823 27 (par)	95.4	0.9	0	0.9
A	823 34 (less par ABC)	113.6	6.1	0	6.1
G	823 5 (area B)	3.5	0	0	0.0
D	823 9/10 (par 1,2,3)	5.2	0	0	0.0
H	823 22/27	97.3	0	0	0.0
G	823 21/22	70.6	0	0	0.0
C	823 13 (area 1 & 2)	149.1	1.1	0	1.1
C (ST)	823 19	0	0	21.9	21.9
A	823 19/30	125.2	13.7	0	13.7
E	823 8 (par)	0.8	0	0	0.0
A	823 8/9 (less par 2)	87.7	1	1.4	2.4
E	823 26/27	100.5	20.6	0	20.6
J	823 28/29 (less par 2)	102.5	0	0	0.0
B	823 35	123.9	0	4.6	4.6

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		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated under		
J	823 26/35 (less par)	121.8	0	10.2	10.2	
F	823 35 & 923 2 (less par)	112.4	0	0	0.0	
E	823 35 & 923 2	102.6	5	0	5.0	
B	823 29	111.4	0	0.5	0.5	
A	823 22	97.3	3.7	1.7	5.4	
B	823 22	98.3	3.9	0	3.9	
B	823 32	115.3	6.8	0	6.8	
A	823 12	120.4	0	0	0.0	
D	823 14/23 (sec 23)	68.3	0	0	0.0	
B	823 13/24	146.7	1.7	4.8	6.5	
A	823 13/14	106.3	3.3	6.1	9.4	
F	823 24/25	105.1	0	0	0.0	
H	823 1 & 824 6 (area 2)	111.1	0.8	0	0.8	
J	823 23/24	102.5	0	0	0.0	
H	823 24	106.7	7.1	0.7	7.8	
D	823 14/23 (less par 1&2)	122.7	8	0	8.0	
F	823 14/15/22/23 (less par)	102.5	7.8	0	7.8	
G	823 13/14/23/24	140.3	5.4	7.6	13.0	
C	823 14	108.4	3.2	0	3.2	
N	823 11/14/15 (par B)	54.8	0	1	1.0	
C	823 10	118.3	4.2	0	4.2	
D	823 28 (par 1)	4.4	0	0	0.0	
E	823 15 (less par 1 & 2)	104.1	0	1.1	1.1	
C	823 12	90.9	0	0	0.0	
B	823 15 (par 1)	5.5	0	0	0.0	
G	823 25	111.3	0	0	0.0	

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C	823 25	96.2	0	0	0.3	0.3
M (ST)	823 25	0	0	0	34	34.0
N (ST)	823 25	0	0	0	14.4	14.4
F	823 4	113.5	2.4	0	0	2.4
B	823 34	106	3.1	0	0	3.1
B	823 33	122.8	0	0.8	0.8	0.8
A	823 34 (par B&C)	4.3	0	0	0	0.0
D	823 8 (par 2)	29.1	0	0	0	0.0
G	823 8 (less par & add par)	114.9	0	0	0	0.0
L	823 11	1.5	0	0	0	0.0
D	823 1 (par)	0.5	0	0	0	0.0
A	823 23 (par)	3.2	0	0	0	0.0
K	823 11/12	90.6	2.2	0	0	2.2
A	823 21	105.6	9	0	0	9.0
G	823 21/22 (par 1)	28.4	0	0	0	0.0
D	823 21	97	0	0	0	0.0
E	823 21 (less par A)	92.9	0.4	0	0	0.4
C	823 21 (less pars)	90.4	0	0	0	0.0
H	823 3/10/11 (par 1)	1.8	0	0	0	0.0
D	823 26 (less par 1)	146.7	4.6	0	0	4.6
F	823 26 (area 2)	66.9	0	0	0	0.0
A	823 10 (par)	1.2	0	0	0	0.0
A	823 26	109.4	0	0	0	0.0
A	823 28 (par A)	1.3	0	0	0	0.0
E	823 28 (less par A)	88.4	0	0	2	2.0
E	823 2 (less par)	84.2	0	0	0	0.0

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D	823 34/35 (less par 1)	115.3	0	0	0.0
A	823 28 (less par A)	114.3	0	0	0.0
F	823 28 (area A)	100.8	0	0.2	0.2
D	823 28 (less par 1)	94.9	0	0	0.0
C	823 23/26	93.2	0	0	0.0
B	823 23/26	98.8	0	0	0.0
A	823 27 (par)	89.3	0.1	0	0.1
E	823 15 (par 1 & 2)	1.8	0	0	0.0
E	823 22/23	137.8	4.4	5.3	9.7
D	823 14/23 (par 1&2)	2.3	0	0	0.0
D	824 25/26 (area 1)	2.3	0	3	3.0
F	824 13/14	120.6	0	0	0.0
D	824 19 (less par 1)	96.4	3.2	0	3.2
D	824 19 (par 1)	0.5	0	0	0.0
F	824 1/2 (less par A)	115.6	2.1	0	2.1
A	824 11/12 (less par A)	131.5	0	0	0.0
K	824 13 (par 1)	1.7	0	0	0.0
D	824 29/32 (par A)	3.5	0	0	0.0
B	824 29 (Tr A)	17.3	0	0	0.0
A	824 11/12 (par a)	2.8	0	0	0.0
J	824 5/6/7/8	111.4	18.9	0	18.9
G	824 5/6 (less area 1)	86.4	4.9	0	4.9
H	824 5/8	93.4	9.4	0	9.4
D	824 4	105	0	8	8.0
H	824 21/22 (less par 1)	75.5	3.9	0	3.9
K	824 30/31 (par 1)	2.7	0	0	0.0

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F	824 22 (area2)	2	0	0	0.0
F	824 4	99.2	9.1	0	9.1
B	824 5	81.1	0	0	0.0
H	824 12/13 (area 1 par)	6.6	0	0	0.0
A	824 19	97.8	0	0	0.0
F	824 1/2 (par A)	2	0	0	0.0
C	824 7	1.8	0	0	0.0
A	824 1/2 (less par A)	115.4	5.3	0	5.3
K	824 12/13 (less par 1)	103	0	0	0.0
B	824 24 (area 1 & 2)	1.6	0	1	1.0
B	824 1	134.6	4.5	7.3	11.8
C	824 1	135.2	7.5	0	7.5
D	824 1 (area 1)	37.5	6.6	0	6.6
G	824 26	126.6	0	0	0.0
L	824 26 (ST) SW 1/4 SW 1/4	0	0	22.7	22.7
C	824 26	107.5	0	0	0.0
G	824 21/22 (area 2)	3.6	0	0	0.0
B	824 6 & 823 1	110.3	0	0	0.0
C	824 7 (less par 1)	85.3	0	0	0.0
F	824 5	96.6	8	0	8.0
D	824 15 (farm unit H)	74.9	0	0	0.0
C	824 27 (farm unit H)	59.8	0	0	0.0
F	824 27 (ST)	0	0	0	0.0
B	824 22	104.5	3.7	0	3.7
F	824 11/12 (par 1)	96	0	0	0.0
C	824 2 (par A)	0.9	0	0	0.0

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E	824 18 (par 1)	2.9	0	0	0.0
H	824 18 (par A)	3	0	0	0.0
D	824 7	81.8	0	0	0.0
B	824 15	111	0	0	0.0
C	824 9 (farm unit N)	122.7	0	0	0.0
O	824 9/10 (farm unit T)	132.2	0	3.5	3.5
A	824 17	115	0	4.2	4.2
B	824 15	107.8	0	0	0.0
E	824 9/10 (ar 2)	125.7	0	0	0.0
E	824 8	138.9	2	0	2.0
A	824 5/8	111.4	0	0	0.0
C	824 27 (farm unit H)	143	1.1	11.2	12.3
F	824 28 (ST)	0	0	30.1	30.1
H	824 28 (ST)	0	0	44.9	44.9
E	824 27/28 (farm unit F less par 1 2 3)	123.4	0	37.8	37.8
D	824 13	98.4	7.5	0	7.5
K	824 3/4/9/10	132	0	1.1	1.1
R	824 9/10 (area 2)	120.3	0	0	0.0
J	824 3/9/10 (area 2)	93.4	7.2	0	7.2
C	824 32	133.4	13.9	0.7	14.6
G (ST)	824 32 (ST)	0	0	12.1	12.1
H	824 29/32	127.8	4	14	18.0
D	824 2 (par 1)	2.4	0	0	0.0
A	824 3 (area 2)	80.6	0	0	0.0
E	824 20/29/30 (par A)	1.4	0	0	0.0

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C	824 22	117.5	0.6	4.4	5.0
E	824 27/28	1.6	0	0	0.0
B	824 31	108	0	0	0.0
K	824 30/31 (less par 1)	92.8	1.6	3.7	5.3
G	824 19/30 (area 2)	105.9	0	0	0.0
J	824 29/30 (less par 1)	117.8	14.4	3.2	17.6
A	824 30	99.6	2.3	0	2.3
B	824 30	101	1.3	0	1.3
H	824 19/30 (less par 1)	97.1	0	0	0.0
E	824 19 (less par A)	95.1	0	0	0.0
R	824 10 (area 1)	5.3	0	0	0.0
D	824 23 (area B)	79.2	0	5	5.0
C	824 29/30 (area 1)	71.4	10.2	3.9	14.1
F	824 15/22 (areal)	91.7	0	0	0.0
K	824 17 (area 1)	61.9	6	0	6.0
F	824 19/30	99.6	2.1	0	2.1
E	824 20/29/30 (less par A & 1)	125.6	0	0	0.0
J	824 17/20 (less par A)	111.6	0	4.2	4.2
C	824 20/21	113.2	0	4.8	4.8
E	824 14	74.3	0	0	0.0
C	824 12 & 825 7	139.4	11.7	0	11.7
D	824 25 (less par 1 & 2)	92.5	0	0	0.0
F	824 25/26	105.7	0	0	0.0
A	824 23	86.9	0	3	3.0
B	824 24 (area3)	111.9	17.3	16.9	34.2
C	824 24 (less par)	106.3	9	18	27.0

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J	824 13/24	117.7	0	12	12.0
F	824 23/24	89.2	0	13.9	13.9
C	824 23	90.2	0	2.7	2.7
A	824 24	121	0	3.4	3.4
G	824 13/14/23 (less par A)	111.5	0	4.2	4.2
K	824 20/21 (par 1)	3.3	0	1.2	1.2
G	824 23 (par A)	11.8	0	0	0.0
C	824 31	94.3	19.3	19.3	38.6
D	824 11	90.9	0	0	0.0
C	824 10/11 (less par 1)	120	0	0	0.0
D	824 14	89.9	0	0	0.0
C	824 6	94.6	0	0	0.0
A	824 6	90.6	0	0	0.0
B	824 3/4	143	8.8	0	8.8
H	824 2/3	118.1	1.1	0.1	1.2
E	824 4 (area 2)	11.5	0	0	0.0
C	824 2 (less par A)	78.3	0	0	0.0
B	824 29 (Tr A - par)	8.4	0	0	0.0
G	824 1/2	126.4	10.5	0.5	11.0
D	824 12 (area 2)	76	10.7	0	10.7
B	824 7/8 (less par)	87.1	2	0	2.0
F	824 7 (area 2)	35.2	0	0	0.0
F	824 8	99.8	0	0	0.0
G	824 7 (less ar A&B)	76	3	10.8	13.8
B	824 12	119	21.9	0	21.9
G	824 29 (area 3)	0.9	0	0	0.0

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			Constitutional Appropriation	Acres Irrigated under License		
G	824 29 (area 2 par 1)	8.6	0	0	0	0.0
A	824 21/22/27/28	106.7	0	0	10.2	10.2
E	824 27/28 (par2)	2.5	0	0	0	0.0
D	824 29/32 (less par A)	113.1	10.3	0	15	25.3
F	824 21	85.1	9.3	0	0	9.3
G	824 21/22 (less area 2,1)	70.6	0	0	0	0.0
K	824 20/21 (less par 1)	119.7	1.3	0	4.4	5.7
E	824 11/12	139	0	0	0	0.0
C	824 14	81.5	0	0	0	0.0
F	824 9 (FU-E)	114.1	0.7	0	1.5	2.2
G	824 11	91.9	0	0	0	0.0
H	824 18 (less par A)	81.2	0	0	0	0.0
L	824 30/31 (less par A)	107.8	6.2	0	0	6.2
J	824 17/20 (par A)	4.8	0	0	0	0.0
D	824 22 (par 3 of par A)	0.8	0	0	0	0.0
A	824 29 (par 1)	1.8	0	0	0	0.0
B	824 23	89.3	0	0	0	0.0
C	824 5	97.1	1.6	0	1.3	2.9
E	824 21	91.6	11.1	0	7	18.1
C	824 17/18 (par A)	0.6	0	0	0	0.0
D	824 21/28	112.9	0	0	15.5	15.5
F	824 3/10	86.2	0	0	0	0.0
E	824 15 (area 2)	1	0	0	0	0.0
B	824 17	123.7	3.2	0	2.5	5.7
C	824 17/18 (less par)	112.7	0	0	0	0.0
D	824 22 (less par A & 1)	89.9	4.7	0	3.1	7.8

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C	824 22 (par 2)	2.4	2.1	0	2.1
E	824 13 & 825 18	100.9	7	1.3	8.3
H	824 12/13 (area 1 less par)	61.1	3.8	0	3.8
C	824 13	85.4	0	0	0.0
B	824 13	91.4	0	0	0.0
H	824 13 (area 2)	62.7	1.7	0	1.7
A	824 3 (par A)	2	0	0	0.0
D	824 12 (area3)	1.8	0	0	0.0
C	824 8	107.4	0	0	0.0
D	824 8	95.8	0	0	0.0
B	824 9	113.8	0	0	0.0
B (ST)	824 27 (ST) & D (E 1/2 NW)	0	0	67.9	67.9
B	824 21	83.7	5	5	10.0
K	824 23/26/27	110.1	36.5	27.8	64.3
G	824 29 (area 2- par 1)	2.1	0	0	0.0
E	824 7 (par)	5.3	0	0	0.0
G	824 28/29 (area 1)	99.6	0	6.7	6.7
A	824 29 (less par 1)	110.4	2.9	4.7	7.6
C	824 15	101.2	0	0	0.0
E	824 15 (less area 2)	81	0	0	0.0
G	824 15	82.5	0	0	0.0
D	824 2 (less par 1)	97.1	0	0	0.0
J	824 2	91.2	7.7	0	7.7
C	824 4 (par 2 of par A)	1.5	0	0	0.0
G	824 18	83.5	0	0	0.0
C	824 29 (area 2)	42.8	2.1	1.4	3.5

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
B	824 28 (east par)	65	0	3.2	3.2
A	824 4 (par A)	7.1	0	0	0.0
F	824 6 & 724 31	97.1	1.2	2.2	3.4
G	824 21/22 (par 1 of area 1)	1.6	0	0	0.0
D	824 5/6	85.3	0	0	0.0
H	824 21/22 (par 1)	8.6	0	0	0.0
G	824 7 (area A&B)	3.5	0	0	0.0
C	824 4 (less par 2)	100.4	0	0	0.0
H	824 19/30 (par 1)	2.6	0	0	0.0
E	824 23	87.1	29.2	0	29.2
A	824 31	99.1	0	0.5	0.5
C	824 10/11 (par 1)	1	0	0	0.0
(ST)	824 33	0	0	300	300.0
F	824 11 (par 2)	32.7	0	0	0.0
B	824 20	113.1	0	0	0.0
F	824 20/29 (lesspar)	121.7	13.5	5.1	18.6
A	824 13/14	138.7	0	0	0.0
E	824 17/18 (less par 1)	132.6	3	1.6	4.6
F	824 17/18 (area 2)	120.5	1.3	0	1.3
L	824 7/18 & 823 12	103.6	2.9	1	3.9
D	824 20	104.3	27.3	0	27.3
E	824 20/29/30 (par1)	3.2	0	10.2	10.2
K	824 17 (area 2)	60.2	0	0.8	0.8
J	824 21/22	83.7	6.1	0	6.1
J	824 10 (area 2)	1.2	0	0	0.0
D	824 23 (area1)	11.6	0	0	0.0

Tract	Legal	Acres Irrigated under			Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
		Acres Irrigated under License	Constitutional Appropriation			
G	824 30 (area 1)	2.1	0	0	0	0.0
A	824 10	106.1	0	0	0	0.0
G	824 3/4	115.9	0	0	0	0.0
D	824 18	87.7	0	0	0	0.0
B	824 19	108.4	0	0	0	0.0
E	824 7 (less par)	80.4	0	0	0	0.0
A	824 15	92.7	0	0	0	0.0
F	824 20 (par)	3.2	0	0	0	0.0
F	824 7 (area 1)	42	0	0	0	0.0
B	824 7 (par)	7.8	0	0	0	0.0
G	824 5/6 (area 1)	2.6	0	0	0	0.0
C	824 3	103.4	2.7	0	0	2.7
E	824 10 (ar 1)	5.4	0	0	0	0.0
A	824 4 (less par A&B)	88.6	4.9	0	0	4.9
B	824 10	122.6	0	0	0	0.0
B	824 2	112.3	8	6.6	0	14.6
A	824 1 (par A)	3.3	0.8	0	0	0.8
G	824 21 (area 2)	1	0	0	0	0.0
C	824 25 (less par)	100	7.1	16.2	0	23.3
B	824 11	86.5	0	0	0	0.0
E	824 19 (par A)	3	0	0	0	0.0
A	824 4/9 (par B)	4	0	0	0	0.0
L	824 31 (par A)	2.6	0	0	0	0.0
D	825 10/15 (area 3)	9.7	0	0	0	0.0
B	825 23	140.4	19.6	24.7	0	44.3
E	825 23/24	136.6	7.5	5.1	0	12.6

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
C	825 13/24	151.9	0	0	0.0
K	825 20/28/29	143.2	6.4	1.1	7.5
E	825 3 (par 1)	2.3	0	0	0.0
D	825 21	142.7	2.5	0	2.5
F	825 17	153.8	6.5	0	6.5
A	825 5	139.3	4.7	2.4	7.1
B	825 6	132.9	0	0	0.0
A	825 6	123.3	18.2	0	18.2
E	825 7 (less par 1)	148.4	0	0	0.0
D	825 7 (area 2)	101.7	1.2	0	1.2
C	825 8 (less par)	160	0	0	0.0
G	825 6 (less par)	91.6	17.3	3.7	21.0
F	825 7 (less par 1)	148.4	4.7	0	4.7
B	825 8/9	160	25.2	0	25.2
F	825 5/6 & 725 32 (par)	4.9	0	0	0.0
A	825 7/8/17/18	85.7	0	1.8	1.8
J	825 28 NW 1/2 SW 1/4	193.3	0	0	0.0
H	825 22/27/28	116.9	0	0	0.0
G	825 15/22	132	0	5.8	5.8
G	825 18	117.3	0	0	0.0
K	825 18/19	121.9	0	0	0.0
A	825 19 (less par 2)	90	2.6	0	2.6
F	825 18/19	49.6	0	0	0.0
F	825 19 (area 2)	22.9	0	0	0.0
C	825 17/18	121	0	0	0.0
B	825 7/18 (less par 4)	120.9	0	0	0.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
E	825 3	137.3	10.5	0.3	10.8
H	825 10/15	139.7	11	12	23.0
B	825 7 (par 4)	6	0	0	0.0
A	825 3 (par 1)	2.3	0	0	0.0
D	825 7/8 (area 1)	50.3	0	0	0.0
J	825 4/5	125.2	0	0	0.0
B	825 10	142.3	0.9	5.7	6.6
K	825 9 (area 2)	35.6	0	0	0.0
D	825 3/4 (sec 4 less par A)	80.9	1.1	0	1.1
C	825 11	1.9	0	0	0.0
A	825 12 (par)	2.4	0	0	0.0
C	825 23	110.4	14.7	6.2	20.9
A	825 9	159.7	0	0	0.0
C	825 10	144.3	0	0	0.0
E	825 7 (par 1)	0.4	0	0	0.0
E	825 17	141.1	6.2	0	6.2
J	825 14/23	123.3	0	0	0.0
A	825 23	98.8	0	0	0.0
H	825 4 & 725 33 (par 3)	5	0	0.5	0.5
G	825 4 & 725 33 (par 1 & 2)	6.2	0	0	0.0
C	825 4/5	122.9	1	0.2	1.2
B	825 4/5	135.1	1	1.1	2.1
L	825 20/21/29	160	0	137.9	137.9
C	825 16/20/21	134.4	12.8	0	12.8
G	825 4 & 725 33 (less par 1 & 2)	135.3	9.3	2	11.3
H	825 4 & 725 33 (less par 3)	131.2	8.4	2.1	10.5

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
F	825 11/12/13 (area 1 & 3)	71.2	0	0	0.0
A	825 13/14	160	0	0	0.0
F	825 5/6 & 725 32 (par)	153.5	3	0	3.0
H	825 18	84.3	0	0	0.0
B	825 20	107.3	4.5	0	4.5
F	825 20 (ST)	0	0	26	26.0
D	825 17	97.9	0	0	0.0
D	825 18 (less area 2)	111.7	0	0	0.0
D	825 18 (area 2)	7.1	0	0	0.0
C	825 19 (par 1)	18.2	0	0	0.0
F	825 19 (area3)	35.7	0	0	0.0
B	825 19/30	125.4	0	0	0.0
A	825 19 (par 2)	3.6	0	0	0.0
E	825 10/11	165.3	0	0	0.0
L	825 11 (area 2 & 3)	160.7	0	0	0.0
C	825 11 (less par A & B)	138.7	0	0	0.0
D	825 11/12	103	0	0	0.0
B	825 22	159.8	0	0	0.0
F	825 7 (par 1)	11.6	0	0	0.0
G	825 20/29	119.8	15.1	11.3	26.4
D	825 19/30	134.3	1.9	0	1.9
G	825 11 (area 1 - less par A)	21.3	0	0	0.0
L	825 11 (area 1)	3.8	0	0.5	0.5
G	825 14 (area 2)	104.6	1.6	2.1	3.7
E	825 14 (par 1)	23.9	0.4	0	0.4
D	825 14/23 (sec14)	58	0	0	0.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
E	825 14/15 (less par 1)	124.2	3.5	9.2	12.7
C	825 14	137.7	14.9	1.1	16.0
B	825 14	124.1	0	3.3	3.3
F	825 13/14 (area 2)	63.7	0	2	2.0
A	825 12 (less par)	128.9	0	102.2	102.2
B	825 3	127.5	7.6	1.5	9.1
D	825 3/4 (par A of sec 4)	5.3	0	0	0.0
D	825 3/4 (sec 3)	66.4	0.9	0	0.9
A	825 3	149.2	0	0	0.0
D	825 10/15 (less par 3)	128.8	0	0	0.0
A	825 10/11	134.9	3	20.2	23.2
C	825 15/22	134.9	0	6	6.0
F	825 15/16	110.5	0	0	0.0
B	825 17	100.2	0	0	0.0
A	825 20	100.6	0	0	0.0
B	825 21	127.3	0.1	0	0.1
A	825 21	139.2	0	0	0.0
A	825 22 (less par A & B)	114.7	5	0	5.0
A	825 22 (par A)	1	0	0	0.0
A	825 22 (par B)	9.6	0	0	0.0
K	825 4 (area 1)	124.4	8.7	3.2	11.9
G	921 1/2	134.9	0	0	0.0
E	921 2 821 35	109.5	0	0	0.0
H	921 2	152.5	0	0	0.0
A & F	921 1	108.8	0	0	0.0
D	921 4	108	10.5	1.2	11.7

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
C	921 4	111.8	36	0	36.0
J	921 3/9/10	136	0	1.5	1.5
D	921 3 & 821 34	113.5	6.2	2.2	8.4
E	921 3	120.2	0	40.5	40.5
B	921 3	102.4	1.9	0	1.9
B	921 9	160	4.3	18.5	22.8
A	921 9	155.1	1.5	8.4	9.9
F	921 3/4	110.4	0	18.7	18.7
D	921 1/2 821 35	112.3	0	0	0.0
E (ST)	921 1 (NWNENW, NENWNW)	0	0	3	3.0
C	922 1	142.7	0.3	2.8	3.1
B	922 19/20 (less par 1)	122.4	4.3	3.1	7.4
F,G,H	922 34	68.8	0	0	0.0
F	922 8/9	148.7	31.7	18.4	50.1
A	922 2 (Par)	3.5	0	0	0.0
A	922 11	115.7	11.2	11.4	22.6
L	922 12 (ST)	0	0	12	12.0
A	922 1	131.1	0	4.8	4.8
B	922 8/9	132.6	0	0	0.0
B	922 19/20 (par 1)	0.8	0.4	0	0.4
G	922 1 & 922 12	146.1	0	2.8	2.8
A	922 7/18 (less par A)	111.7	6.2	1.1	7.3
B	922 28 (area 1 & 2 par 1)	14.8	1	0	1.0
C	922 15	126.8	0	0	0.0
D	922 15	126.5	1.7	0	1.7
C	922 20 (par A)	1.6	0	0	0.0

Tract	Legal	Acres Irrigated under			Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
		Acres Irrigated under License	Constitutional Appropriation	Acres Irrigated under License & Expansion of License		
A	922 7/18 (par A)	7.5	0	0	0.0	0.0
G	922 10/11	121.6	0.4	0.5	0.9	0.9
	922 28 NW 1/4 SE1/4	15.7	0	4.4	4.4	4.4
B	922 33	154.9	0	0	0.0	0.0
B	922 28 (area 1 less par 1)	99.5	5.8	3.5	9.3	9.3
F	922 2/11	112.9	0	0	0.0	0.0
A	922 19	131.2	0	0	0.0	0.0
D	922 18/19 & 921 24	141.2	0	0	0.0	0.0
C	922 18/19	137.7	0	1.4	1.4	1.4
H	922 32/33	154.5	0	0	0.0	0.0
J & H	(922 2-J&H & 822 35-D)	0	0	78.9	78.9	78.9
C	922 33	152.6	0	0	0.0	0.0
A	922 22	134.6	0	0	0.0	0.0
A	922 3 (par)	1.2	0	0	0.0	0.0
F	922 1/12	140	0	0	0.0	0.0
C	922 2	113.6	0.4	0.9	1.3	1.3
A & G	922 2 & 922 02 (Par 1)	1.5	0	0	0.0	0.0
A	922 4/9	160	0	0	0.0	0.0
B	922 1	134.9	14.1	0	14.1	14.1
B	922 3/4	148.3	1.2	4.4	5.6	5.6
E	922 19/20	143	0	0	0.0	0.0
C	922 20 (less par A)	124.4	1.7	0	1.7	1.7
A	922 8	140.2	0	10.7	10.7	10.7
H	922 20/29	138.3	0	2.1	2.1	2.1
B	922 18	106.1	1.8	7.2	9.0	9.0
E	922 2/11 (less par)	133	0	2	2.0	2.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
A	922 3 (par less par)	68.9	0	2	2.0
D	922 10	124.5	0	0.1	0.1
D	922 2 (par 1)	1.3	0	0	0.0
A (ST)	922 15 (NWNE,SWNE,SENW)	0	0	46.3	46.3
G (ST)	922 2 (ST)	0	0	17.3	17.3
A & G	922 2 (less par 1 & par)	127.9	0.9	7.4	8.3
D	922 2 (less par 1)	132.7	15.7	3.3	19.0
A	922 3 (less par)	89.9	0	0	0.0
A	922 20	135	0	0	0.0
C	922 17	152.6	0	9.5	9.5
B	922 10	126.9	0	1.9	1.9
C	922 9	123.8	1.2	21.5	22.7
A	922 10	115	1.1	3.3	4.4
H	922 10/11	125.7	0.5	6.4	6.9
C	922 10	109.6	0	0	0.0
D	922 9	121.8	0	0	0.0
D	922 20/29	156.8	24.4	0	24.4
D	922 17	152.6	0	0.5	0.5
E	922 11 (par)	1.3	0	0	0.0
D	922 8	114.4	3.4	4	7.4
A	922 17	135.6	0	7	7.0
B	922 17	145	0	1.6	1.6
C	922 7/8	124.1	3.1	1.1	4.2
J	922 19/20/29/30	141.1	0	0	0.0
H	922 12 (area2)	18.9	5.3	0	5.3
B	922 21	124.3	12	0	12.0

Tract	Legal	Acres Irrigated under License	Acres Irrigated under Constitutional Appropriation	Acres Irrigated with Project Drain & Return Flows & Expansion of License	Total Irrigated Acres over Original License
H	923 6 07 (area 1)	122.6	2	7.2	9.2
D & G	923 2	131.2	2.5	64.3	66.8
J	923 5 & 823 32	160	25	0	25.0
D	923 6 (Trac A & E)	160	11	6	17.0
D	923 5 (par 1)	0.6	0	0	0.0
E	923 3 & 823 34	136.5	5.2	5.2	10.4
F	923 3 (par 2)	20.2	0	0	0.0
B (ST)	923 3 (ST)	0	0	7.7	7.7
F	923 3 & 823 34 (par 2)	111.1	0	0	0.0
F	923 4 (ST)	0	0	66.4	66.4
A	923 4	154.1	0	0.6	0.6
D	923 5 (less par 1)	159.4	13.4	5.7	19.1
F	923 2 (par)	2.7	0	0	0.0
A	923 3	134.7	0.8	0	0.8
B (ST)	923 3 (ST)	0	0	4.2	4.2
(ST)	925 5 (SE 1/4)	0	0	160	160.0
	1022 3	46.9	2.9	1.2	4.1
J	1022 3	125.3	7.6	6.2	13.8
	1022 3 (W of canal 20) S1/2 N 1/2	58.4	5.8	18.9	24.7
	Adjustments in farm units	464.2		51.0	
	Plus 36-15192-1962 claim		1982.5	2827.3	
	Included under Original License		36.3	(464.2)	
	Total acres in claims	62,604.3	2018.8	2363.1	



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36-02080; 36-15127; 15192;15193;15194;15195;15196
NOTES FROM INITIAL HEARING 12/11/97

1. 36-02080

The only issue here is the description of the POU. IDWR wishes it to be a more administrable alternative to the metes and bounds description currently listed in the SF5. Roger Ling and the US (Fritz Holleman and Kathleen Carr) seem amenable to listing it as the "irrigation district boundary." They will work with us on this.

DEADLINE: To file new SF5 with alternative POU - 1/31/98

2. 36-15192

There are two issues here: The US and A & B need to work out what the description of the name will be. They seem likely to do that as they are working well together right now. Also, the US originally wanted the following remark included: "Relift drain pumps used within the boundaries of the district for reuse of return flows."

If the US agrees that the remark no longer needs to be included, we can probably settle this one before any of the others. However, as to both 02080 and 15192 (and the rest of the rights involved in this dispute as well), the final determination of number of irrigated acres within the irrigation district's boundaries must be resolved and put on each of the rights in the combined place of use remark. So, we may settle all elements in each right except for those.

3. 36, 15127, 15193, 15194, 15195, 15196

A couple of big issues here:

A. Roger has moved to amend claims for A & B irrigation district. The claims have not yet been accepted as filed, because the original recommendation of the rights was to the US. The US and Roger will likely be able to work out their differences and the US will submit claims similar to those already submitted, and Roger will withdraw his.

B. The amended claims no longer assert priority dates covered by the expansion statute. Instead they assert priority dates which make them B/U claims. They have 1962 ASCS maps to prove priority date as of then. However, Roger is also saying that the district's wastewater from their surface water rights never could have been used by anyone else; it was pumped into injection wells for the district's groundwater rights and subsequently closed. The water merely ponds up if not used on the ground. Thus, Roger claims that because the wastewater never could have been used by anyone else, the fact that it was used to subsequently open up new lands for irrigation gives A & B a right with the project's 1948 surface water priority date.

C. We agreed and the special Master approved on the following schedule:

02/17/98 - Deadline to revise and submit amended claim - Hopefully, Fereday, U.S. and IDWR will all be involved in negotiations beforehand to be able to agree on an amended claim that will pass muster with all concerned and thus avoid further litigation.

- 03/17/98 - Briefs in opposition to amend claim due
- 03/31/98 - Reply Brief date
- 04/09/98 - Hearing on Motion to Amend claims
- 05/22/98 - IDWR's Recommendation on Amended Claims Due.
- 06/22/98 - Deadline for Objections
- 07/22/98 - Deadline for Responses
- 07/29/98 - Pretrial date to hopefully modify the rest of the trial schedule to earlier dates.
- 12/01/98 - Discovery cutoff
- 02/01/99 - Dispositive motions date
- 05/03/99 - TRIAL

Conversation With Doug Jones Regarding these rights

On 12/12/97, Doug and I had a conversation regarding the hearing and these rights. The substance of that conversation is as follows:

1. Doug feels that 6 weeks for IDWR to investigate and recommend these rights out of the 1 and 1/2 year process denigrates the most important part of the process.
2. Doug is concerned that if we are involved in the claim amendment negotiations, we will merely tell the claimants how to later trip IDWR at trial. He feels they should amend their claim as they choose and we will recommend it per our investigation and review.
3. Doug wanted to know about disallowing the claim if investigation shows priority dates were wrongly claimed in amended claim. (I believe we need to recommend the priority date we find is appropriate. Only recommend disallowal if our investigation finds it to be appropriate)
4. Doug wanted to know about recovering costs to investigate the amended claims. It is covered under A.O. 1 if we so wish.
5. Appropriation of Waste Water - IDWR should answer this question ASAP according to Doug.
6. Umbrella claims for all P.O.D.s when each is claiming surface water diverted out of wells?
7. Should P.O.D be Wells or Surface water source. ✓

Doug and I agreed to include Dave in on this conversation.

1 Appt for all 1/2

Review after filing

Per according to invest

track fees

Must have a priority date to Doug

No Prob.

even if across is less.