

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

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.

79-2039

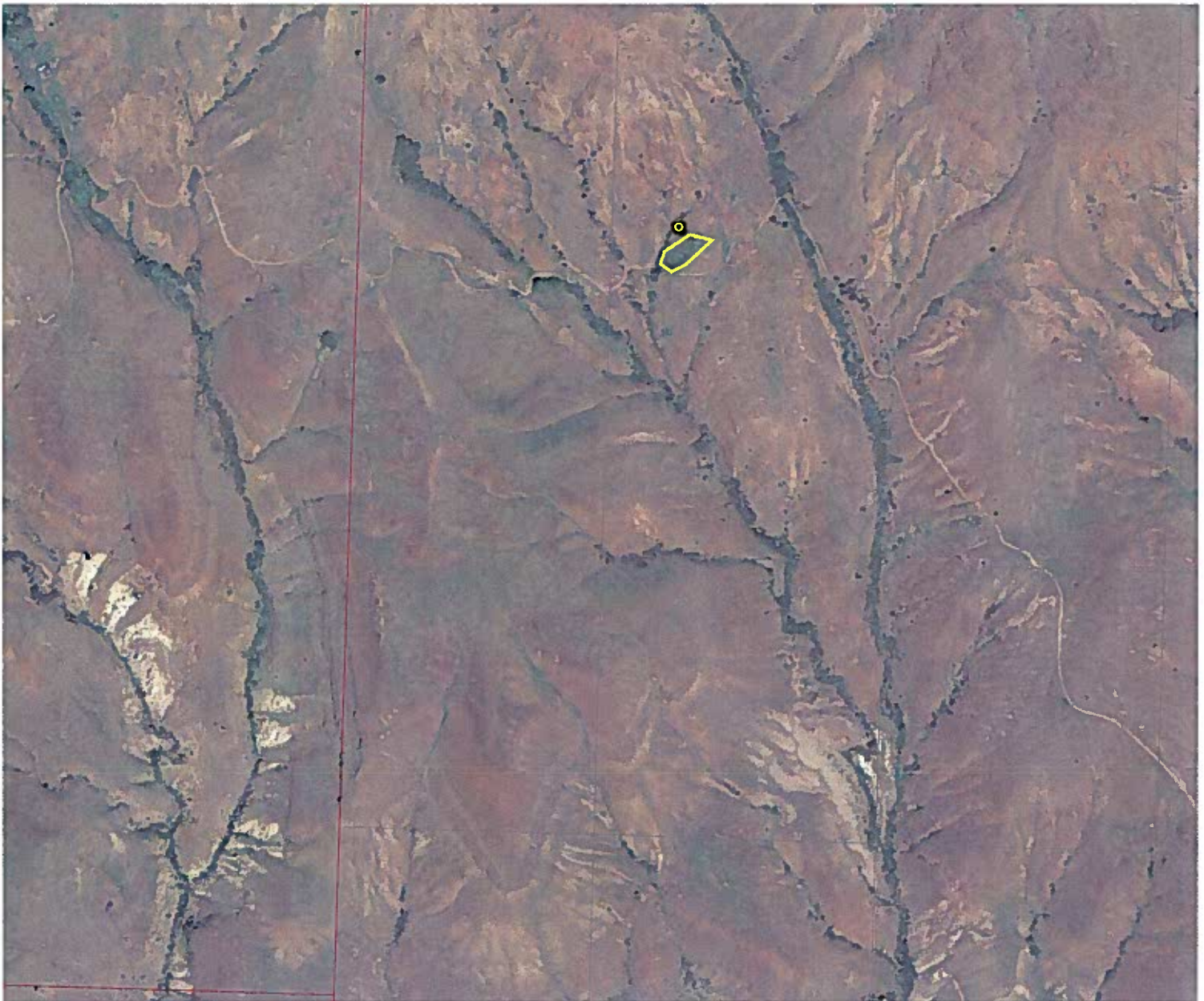
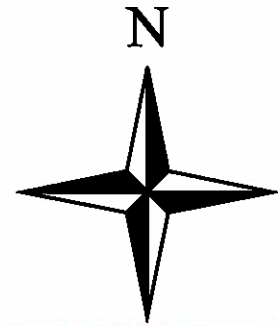
T28N R2W Section 6



Place of Use



Point of Diversion



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A79-02039**
Date Received: 11/ 1/1988
Receipt No: W001537
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: EVERGREEN LAND & CATTLE
Address: PO BOX ~~950~~ ⁹⁵⁰
NEW MEADOWS ID ³⁸ 83654
McCall
208-347-2111
634-2570
2. Date of Priority: DEC 13, 1912
3. Source: SULPHUR CREEK Trib. to: SNAKE RIVER
DRY CREEK
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 28N | 02W | 6 | NW | SE | | | IDAHO |
5. Description of diverting works:
PIPE & DITCHES
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|----------|-------|-------|-------|------|--------|
| DOMESTIC | 01/01 | 12/31 | 0.040 | | |
7. Total Quantity Appropriated is:
0.300 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
DOMESTIC, 1 HOME
10. Place of Use:
- | Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 28N | 02W | 6 | NW | SE | | DOMEST | |
11. Place of use in counties: IDAHO

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
LICENSE SHOWS SOURCE AS SULPHUR CREEK.

15. Basis of Claim: LICENSE

Water Right Number: 8988

79-04389, 79-04409, 79-04391,
79-04393, 79-04394, 79-04395
79-04399, 79-02026A, 79-10386

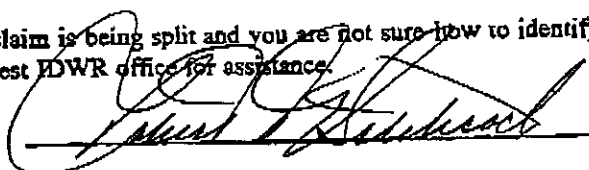
79-10389
79-10390
79-10391

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

79-10392
79-10393
79-10395
79-10387

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 79-04396, 79-04397, 79-10398, 79-10401
Adjudication Claim No(s): 79-02039, 79-04377, 79-04387, 79-04388
79-04390, 79-04398, 79-04410, 79-04411
79-10388
 2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant: Evergreen Land & Timber
 4. New Owner/Claimant(s): Evergreen Land & Cattle Partnership
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: P.O. Box H
City, State and ZIP Code: New Meadows, Idaho 83654
New Telephone Number: (208) 347-2111
 5. Date you acquired the property: January 1, 1992
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s): 
- (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

February 9, 1999

Attn: Sue Bock
Fax: 208-334-2348

In regards to the Evergreen Land & Cattle Partnership, the following documents were filed in Idaho County and pertain to the sale of Evergreen Land & Timber - purchased by Evergreen Land & Cattle. The recorded instrument numbers support the faxed documents.

Certificate of Assumed or Fictitious Name - Instrument No. 82485 (Adams County)
Filed in Idaho County Instrument No. 364620

Partnership Agreement - Evergreen Land & Cattle
Page 1, 2, 9 & 10 - Including Exhibit A

Assignment Agreement and Bill of Sale of Undivided Interest in Partnership Assets
Page 1, 2, 3, and 4

Agreement of Full Liquidation of Partnership
Page 1, 2

Instrument No. 364621 - Letters Testamentary (M.G. Hitchcock Estate)

Instrument No. 364622 - Quitclaim Deed / Kathleen Hitchcock to Evergreen Land & Timber

Instrument No. 364623 - Quitclaim Deed / Evergreen Land & Timber to R.M. Hitchcock & Dixie Hitchcock

Instrument No. 364624 - Quitclaim Deed / Evergreen Land & Timber to Trust under Will of M.G. Hitchcock, Robert T. Hitchcock, Elaine M. Hitchcock, Todd M. Hitchcock, Curtis R. Hitchcock and Renee E. Hitchcock

Please call if this information will not serve in support of Evergreen Land & Cattle as the owner for the water rights filings.

Vicki

COPY

CERTIFICATE OF ASSUMED OR FICTITIOUS NAME

(Complying with Section 53-501, Idaho Code)

STATE OF IDAHO)
) ss.
 County of Adams)

ROBERT T. HITCHCOCK, the managing partner of Evergreen Land and Cattle, an Idaho General Partnership, being duly sworn upon oath, states:

THIS CERTIFIES That there is being carried on or transacted, or is about to be conducted or transacted in Idaho County at the "Flying H Ranch" and at New Meadows, County of Adams, State of Idaho, with the mailing address of P. O. Box H, New Meadows, Idaho 83654, the business of cattle ranching and timber management, under the designation, name and style of EVERGREEN LAND AND CATTLE, an Idaho General Partnership, which is assumed or fictitious, being other than the true and real name of the persons conducting or transacting such business or having an interest therein;

That the true or real full name of each of the persons conducting or transacting or intending to conduct or transact said business or having an interest therein, and such persons' post office addresses are as follows:

<u>Name</u>	<u>Post Office Address</u>
Trust Under the Will of M. G. Hitchcock, Deceased	P. O. Box H New Meadows, Idaho 83654
Robert T. Hitchcock	P. O. Box 1343 McCall, Idaho 83638
Elaine M. Hitchcock	P. O. Box 1343 McCall, Idaho 83638
Todd M. Hitchcock	P. O. Box 1343 McCall, Idaho 83638
Curtis R. Hitchcock	P. O. Box 1343 McCall, Idaho 83638
Todd M. Hitchcock, as Custodian for Renee E. Hitchcock, under the Idaho Uniform Transfers to Minors Act	P. O. Box 1343 McCall, Idaho 83638

That this Certificate is executed and acknowledged by Robert T. Hitchcock, the managing partner of Evergreen Land and Cattle and that no other person is conducting or transacting such business or has an interest therein.

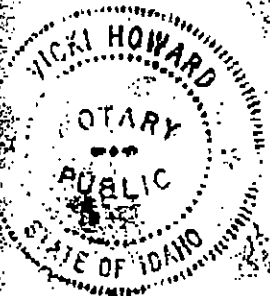
DATED This 19th day of March, 1992.

Robert T. Hitchcock
Robert T. Hitchcock, Managing Partner

STATE OF Idaho)
County of Adams) ss.

On this 19th day of March, 1992, before me, a Notary Public, personally appeared Robert T. Hitchcock known or identified to me to be the managing partner of the Partnership of Evergreen Land and Cattle, an Idaho General Partnership, that executed the above instrument or the person who executed the instrument on behalf of the Partnership and acknowledged to me that such Partnership executed the same.

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



Vicki Howard
Notary Public for Idaho
Residing at New Meadows, Idaho
Commission Expires: 11/30/92

INSTRUMENT NO. 82485

State of Idaho)
County of Adams) ss.

Filed for record at the request of
Coffin, Snyder & Matthews
30 min. past 1 o'clock P.M.
this 12 day of August, 1992

MICHAEL FISK, RECORDER
by Sarah Wilson
Deputy

Fee \$ 6.00

Endorsement

PARTNERSHIP AGREEMENT

WHEREAS, ROBERT T. HITCHCOCK, ELAINE M. HITCHCOCK, TODD M. HITCHCOCK, CURTIS R. HITCHCOCK, RENEE HITCHCOCK through her custodian Todd M. Hitchcock, and the M. G. HITCHCOCK TESTAMENTARY TRUST through Richard M. Hitchcock and Robert T. Hitchcock, Co-Trustees desire to establish a partnership for the ownership and operation of a cattle ranch and other lawful business to be known as EVERGREEN LAND AND CATTLE; each of the aforementioned enters into this agreement, which shall be effective as of January 1, 1992.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

1.1 Name of Partnership. The name of the partnership shall be EVERGREEN LAND AND CATTLE.

1.2 Principal Place of Business. The principal place of business shall be P.O. Box H, New Meadows, Idaho 83654, and at such other locations within the State of Idaho as may be agreed in writing by the partners.

1.3 Purposes of the Partnership. The purpose of the partnership is for owning and operating a cattle ranch on the real property described in Exhibit "A" attached hereto and incorporated herein, and such other lawful business of any nature as shall be agreed upon from time to time by the partners.

1.4 Term of Partnership. Unless dissolved by the retirement, death, disability or incompetency of a partner, the partnership shall continue until dissolved by agreement of the partners.

ARTICLE II

CAPITAL CONTRIBUTIONS, ACCOUNTS, AND WITHDRAWALS

2.1 Capital. The capital of the partnership shall consist of the real property described in Exhibit "A" hereto with the fixtures and improvements located thereon, and the farm animals, equipment and other personal property described in Exhibit "B" attached hereto and incorporated herein.

2.2 Capital Contribution. The partners shall contribute their undivided interests in the property described in Exhibits "A" and "B" hereto, which undivided interests are as follows:

Robert T. Hitchcock	21.34%
Elaine M. Hitchcock	2.28%
Todd M. Hitchcock	34.77%
Curtis R. Hitchcock	10.83%
Renee E. Hitchcock	2.28%
M. G. Hitchcock Testamentary Trust	28.50%

2.3 Interest of Partners in Capital of Partnership. The interest of the partners in the partnership and its capital shall be as follows:

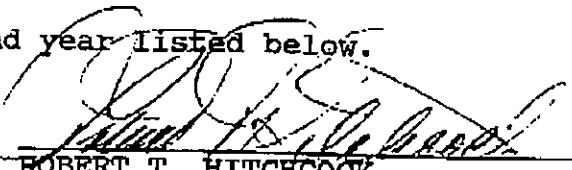
Robert T. Hitchcock	21.34%
Elaine M. Hitchcock	2.28%
Todd M. Hitchcock	34.77%
Curtis R. Hitchcock	10.83%
Renee E. Hitchcock	2.28%
M. G. Hitchcock Testamentary Trust	28.5%

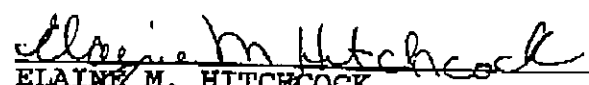
2.4 Individual Capital Accounts of Partners. Individual capital accounts shall be maintained for each partner. In the

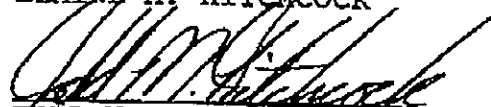
competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

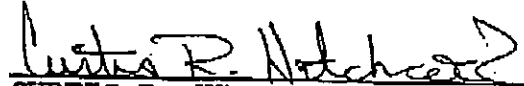
6.7 Entire Agreement. This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter; and each party to this agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any part, or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year listed below.


ROBERT T. HITCHCOCK


ELAINE M. HITCHCOCK


TODD M. HITCHCOCK


CURTIS R. HITCHCOCK

Township 28 North, Range 2 West, Boise Meridian

- Section 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 5: E $\frac{1}{2}$, SW $\frac{1}{4}$
- Section 6: W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$
- Section 7: Lots 1, 2, & 3
- Section 8: Lots 1, 2, 3, & 4
- Section 9: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Township 28 North, Range 3 West, Boise Meridian

- Section 1: All
- Section 2: All except SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 3: Lot 2
- Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1 & 2
- Section 12: Lots 1, 2, 3, 4 and 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

Township 29 North, Range 2 West, Boise Meridian

- Section 2: NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 4: SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ of Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 5: All
- Section 6: E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 7: All except Lots 1 & 2
- Section 8: All
- Section 9: All
- Section 10: All
- Section 11: W $\frac{1}{2}$ E $\frac{1}{2}$ and W $\frac{1}{2}$
- Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 14: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 15: All
- Section 17: NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 18: Lots 3 & 4, N $\frac{1}{2}$ N $\frac{1}{2}$
- Section 19: W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 21: E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 22: NE $\frac{1}{4}$, W $\frac{1}{2}$
- Section 23: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 29: SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 30: ALL EXCEPT E $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 31: ALL EXCEPT E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Township 29 North, Range 3 West, Boise Meridian

- Section 13: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 23: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 24: ALL EXCEPT NW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 25: ALL
- Section 26: E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 34: LOTS 2 & 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 35: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 30 North, Range 2 West, Boise Meridian

- Section 29: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$
 - Section 30: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
 - Section 31: E $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
 - Section 32: ALL EXCEPT N $\frac{1}{2}$ NE $\frac{1}{4}$
- all situated in Idaho County, Idaho

ASSIGNMENT AGREEMENT AND BILL OF SALE OF
UNDIVIDED INTEREST IN PARTNERSHIP ASSETS

(LAND, EQUIPMENT, ETC.)

EVERGREEN LAND AND TIMBER TO GENERAL PARTNERS

THIS AGREEMENT effective this 1st day of January, 1992, by and among EVERGREEN LAND AND TIMBER, an Idaho general partnership ("Partnership") and THE TRUST UNDER THE WILL OF M. G. HITCHCOCK; ROBERT T. HITCHCOCK, RICHARD M. HITCHCOCK, ELAINE M. HITCHCOCK, TODD M. HITCHCOCK, CURTIS R. HITCHCOCK, TODD M. HITCHCOCK, as custodian for Renee E. Hitchcock under the Idaho Uniform Transfers to Minors Act ("Partners").

RECITALS

- A. Partnership is an Idaho General Partnership with its principal place of business at P.O. Drawer H, New Meadows, ID 83654.
- B. Partners are the general partners in Partnership.
- C. Partnership and Partners have entered into that certain "Agreement on Liquidation of Partnership" dated the 1st day of January, 1992, a copy of which is attached hereto as Exhibit A.
- D. Pursuant to Exhibit A hereto, Partnership desires hereby to assign, convey and transfer to Partners, without warranty, an undivided interest in the assets of Partnership listed and described on Exhibit B hereto.
- E. Partners desires to accept the assignments and conveyances made hereunder in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing premises and pursuant to the terms of Exhibit A hereto, the parties agree as follows:

1. Assignment Agreement. Partnership hereby assigns, transfers, conveys and quit claims to Partners without warranty, the undivided interests in all of Partnership's rights, titles and interest in and obligations related to or arising from, the Partnership assets listed and described in Exhibit B hereto in the percentages set forth in Exhibit C.

2. Bill of Sale. Partnership hereby conveys, transfers, assigns and quit claims to Partners, without warranty, undivided interests in all of Partnership's rights, title and interest in, and obligations related to or arising from the assets listed and described in Exhibit B hereto in the percentages set forth in Exhibit C.

3. Conveyances Subject to Existing Encumbrances. The assignments and bill of sale contained herein are made specifically subject to liens, encumbrances and obligations presently existing with respect to those assets listed and described on Exhibit B hereto in the percentages set forth in Exhibit C.

4. Acceptance. Partners hereby accept the assignments, conveyances, transfers and quit claims herein contained and agree to assume, without limitation, the undivided interests of all of Partnership's rights, title, interests, properties and obligations in and to or related to or arising out of those

Partnership assets listed and described on Exhibit B hereto in the percentages set forth in Exhibit C.

5. Authorization. Each of the parties hereto represent and warranty that all necessary partnership action has been taken authorizing the execution and consummation of the transactions herein contained.

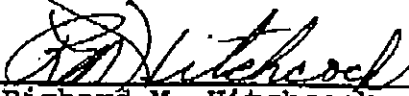
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

7. Further Assurances. Partners agree to execute and deliver such other and further documents as may be necessary or desirable to effectuate the intentions of the parties hereto.

PARTNERSHIP:

EVERGREEN LAND AND TIMBER, an
Idaho general partnership

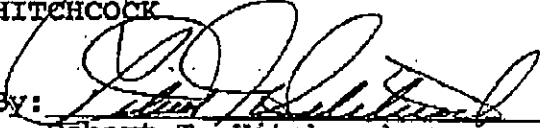
By:


Richard M. Hitchcock,
A General Partner

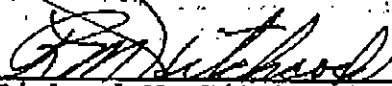
PARTNERS:

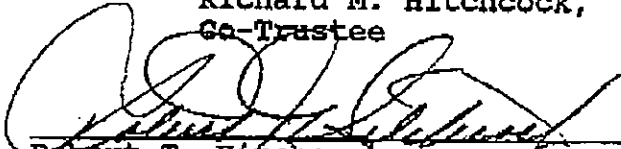
THE TRUST UNDER THE WILL OF
M. G. HITCHCOCK

By:


Robert T. Hitchcock,
Co-Trustee

By:


Richard M. Hitchcock,
Co-Trustee


Robert T. Hitchcock


Richard M. Hitchcock

Elaine M. Hitchcock
Elaine M. Hitchcock

Todd M. Hitchcock
Todd M. Hitchcock

Curtis R. Hitchcock
Curtis R. Hitchcock

Todd M. Hitchcock
Todd M. Hitchcock, as custodian
for Renee E. Hitchcock under the
Idaho Uniform Transfers to Minors
Act

STATE OF Washington ss.
County of Spokane

On this 2nd day of April, 1992, before me, a Notary Public, personally appeared RICHARD M. HITCHCOCK known or identified to me to be a general partner in the partnership of EVERGREEN LAND AND TIMBER and a general partner or one of the general partners who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

Michelle D. Lawrence
Notary Public for Washington
Residing at: White River
My Commission Expires: 5/15/92

AGREEMENT OF FULL LIQUIDATION OF PARTNERSHIP

DATE: January 1, 1992

I. BACKGROUND AND PARTIES:

Evergreen Land and Timber, an Idaho general partnership, was formed by members of the M.G. Hitchcock family a number of years ago. The partnership has continued to operate since the death of M.G. Hitchcock in 1984, presumably as a liquidating partnership because of the death of one of the general partners. Currently, the owners of the partnership interests are as follows:

1.	Robert T. Hitchcock	18.72%
2.	Elaine M. Hitchcock	2.00%
3.	Todd M. Hitchcock	30.50%
4.	Curtis R. Hitchcock	9.50%
5.	Renee E. Hitchcock (through Todd M. Hitchcock, Custodian under the Idaho Uniform Transfers to Minors Act)	2.00%
6.	Richard and Dixie Hitchcock	12.28%
7.	Estate of M.G. Hitchcock	<u>25.00%</u>
TOTAL:		100.00%

Robert T. Hitchcock, Elaine M. Hitchcock, Todd M. Hitchcock, Curtis R. Hitchcock, and Renee E. Hitchcock, through Todd M. Hitchcock, custodian, own their partnership interests individually. However for the sake of convenience they may be referred to jointly herein as the "Robert Hitchcock Family."

The above partnership interests reflect the assignment of the twenty-five percent (25%) undivided share of the liquidating partnership from Kathleen E. Hitchcock to the Robert Hitchcock Family, as well as the purchase January 1, 1992, by Robert T. Hitchcock and Todd M. Hitchcock of a 37.72% interest from Richard M. Hitchcock and Dixie Hitchcock.

The estate of M.G. Hitchcock is closing and is on this date transferring the liquidating partnership share to Robert T. Hitchcock and Richard M. Hitchcock as Co-Trustees. The

co-Trustees and the Robert Hitchcock Family intend to do business as a new partnership doing business as the "Flying H Ranch Partnership" effective January 1, 1992. Prior to this agreement, all cattle of the prior partnership were distributed pro rata, undivided to the partners. The cattle were distributed, undivided, as owners in common in the following percentages:

1.	Richard M. and Dixie Hitchcock	50.00%
2.	Trust of MGH	25.00%
3.	Robert T. Hitchcock	2.00%
4.	Elaine M. Hitchcock	2.00%
5.	Renee E. Hitchcock, (through Todd M. Hitchcock, Custodian)	2.00%
6.	Todd M. Hitchcock	9.50%
7.	Curtis R. Hitchcock	<u>9.50%</u>

TOTAL: 100.00%

Richard M. and Dixie Hitchcock have transferred twenty-one percent (21%) of their undivided share of the cattle to Todd M. Hitchcock pursuant to another agreement of even date. In addition, Richard M. and Dixie Hitchcock are selling their remaining twenty-nine percent (29%) of the undivided interest in three hundred twelve (312) cows and bulls for Fifty-One Thousand One Hundred Fifty-Six and 00/100 Dollars (\$51,156.00). The interest in the bulls are also transferred herewith.

The new partnership, Evergreen Land and Cattle Partnership, a/k/a Flying H Ranch Partnership, is separate from the cattle partnership. The cattle partnership is an oral partnership solely in cattle, in which the Trust under the Will of M. G. Hitchcock owns twenty-five percent (25%) of the cattle and the Robert T. Hitchcock Family owns seventy-five percent (75%) of the cattle as follows:

Trust	25.00000%
RTH - original 2% + 20.3845 from Richard	22.38450%
EMH - original 2% + .39175% from Richard	2.39175%
CRH - original 9.5% + 1.86025% from Richard	11.36025%
TMH - original 30.5% + 5.97175 from Richard	36.47175%
REH - original 2% + .39175% from Richard	<u>2.39175%</u>
	100.00000%

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A79-02039**
Date Received: 11/ 1/1988
Receipt No: W001537
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: EVERGREEN LAND & TIMBER 208-347-2111
Address: (HITCHCOCK RANCH)
DRAWER H
NEW MEADOWS ID 83654

2. Date of Priority: DEC 13, 1912

3. Source: SULPHUR CREEK Trib. to: SNAKE RIVER
DRY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
28N	02W	6		NW	SE		IDAHO

5. Description of diverting works:
PIPE & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.300 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
28N	02W	6	NW	SE		STOCK	

11. Place of use in counties: IDAHO

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
LICENSE SHOWS SOURCE AS SULPHUR CREEK.

15. Basis of Claim: LICENSE

Water Right Number: 8988

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. Number A19-10400-02039
Date Received 11-1-88
Receipt Number 10001537

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25
Department of Water Resources
Western Regional Office

RECEIVED

NOV 1 1988

Please type or print clearly

1. Name of Claimant (s) Evergreen Land & Timber (Hitchcock Ranch) Phone (208) 347-2111

Mailing Address Drawer H New Meadows, Idaho Zip 83654

2. Date of Priority (Only one (1) per claim) December 13, 1912

3. Source of water supply (a) Sulphur Cr. & Dry Cr.
which is tributary to (b) Snake River

4. Location of point of diversion is: Township 28 N Range 2W
Section 6, NW 1/4 of SE 1/4 of 1/4, Govt. Lot , B.M.,
County of Idaho

Additional points of diversion if any:

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
Pipe & Ditches

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive) (cfs)
For Domestic purposes from 1/1 to 12/31 amount .04
For purposes from to amount

7. Total quantity claimed .04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) 1 Household

MICROFILMED

OCT 06 1992

Water Right Number - 79-02039

Prefix Translation: WATER RIGHT

Old (D) Number - 8988

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
ROOKE

W. I.

1 -
2 -
3 -City- JOSEPH
Phone -

State- ID Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
12/13/1912 14 WESTERN L - LICENSE+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
CAMP CREEK SNAKE RIVER+ - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

28N 02W 6 NW SE (49) IDAHO

+ - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume01 - IRRIGATION
43 - DOMESTIC

0.300

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
0.300+ - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County28N 02W 6 SW SE 12.0 01 IRRIGATION (49) IDAHO
28N 02W 7 NE NE 1 3.0 01 IRRIGATION (49) IDAHO

Total Acres: 15.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - - - - - - - - - Remarks - - - - - +
LICENSE SHOWS SOURCE AS SULPHUR CREEK.+ - - - - - - - - - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.+ - - - - - - - - - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.MICROFILMED
OCT 0 6 1992

| | | | | | |
|-------------------|--------------|------------------|--------------|------------------|-----|
| Proof Due Date | - 00/00/0000 | Field Exam Made | - 00/00/0000 | Field Exam Fee | - |
| Approved/Denied | - 00/00/0000 | Protested Date | - 00/00/0000 | Swan Falls | - |
| Proof Made Date | - 00/00/0000 | Hearing Date | - 00/00/0000 | Temporary Right | - P |
| Exam to S.O. Date | - 00/00/0000 | Verified Date | - 03/26/1985 | DLE/Carey Act | - |
| Order Show Cause | - 00/00/0000 | Receipt Number | - | Water District | - |
| Licensed Date | - 10/10/1979 | Appl Received | - 00/00/0000 | Transfer/Amended | - |
| Decree Date | - 00/00/0000 | Presumption Flag | - | | |

OCT 06 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

1118 F. St, Lewiston, Idaho 83501

Phone: (208) 743-0301 FAX: (208) 743-0415 www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

March 3, 2005

KARL J. DREHER
Director

EVERGREEN LAND & CATTLE
PO BOX 950
MC CALL ID 83638

Re: Snake River Basin Adjudication (SRBA) Notices of Claim Nos. 79-2026A & 79-2039.

Dear Sirs:

Because the Idaho Dept. of Water Resources(IDWR) is charged with making recommendations to the SRBA Court for all Notices of Claim filed in the SRBA, I am requesting your help with the points of diversion and place of use for the rights referenced above.

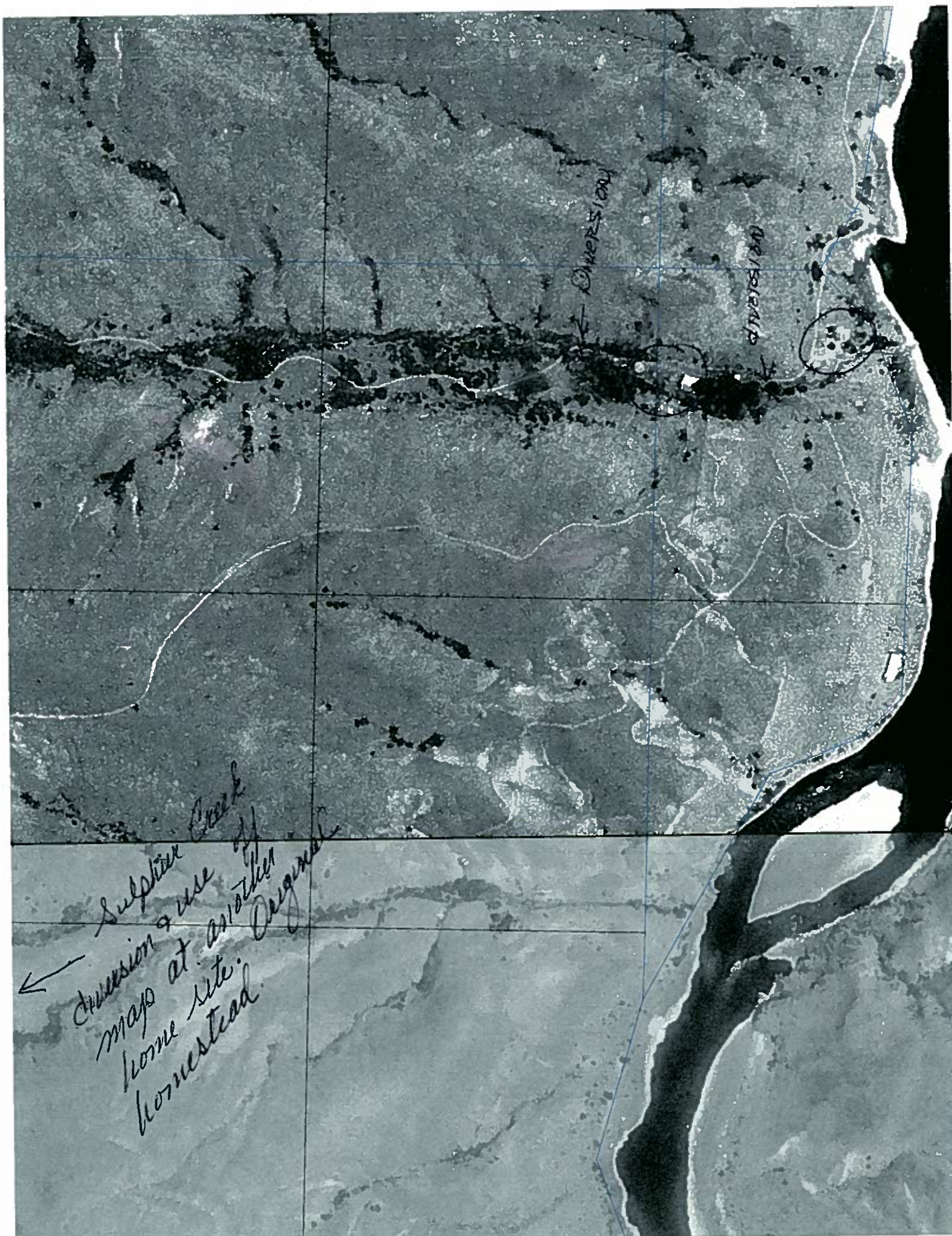
I have enclosed an aerial photo that has, where I believe, the two homes are located. They are outlined in yellow. Unfortunately, I am not sure if I am correct and I don't know where the points of diversion are located.

I have also enclosed another aerial photo without my best guess for the places of use. In order to recommend these rights correctly, I am asking that you outline the area where the homes are located and mark the points of diversion from the creek(s) with an X. Please return the marked aerial photo to this office as soon as possible so I can make recommendations that accurately depict the required elements of your water right.

If you have any questions regarding this matter, please do not hesitate to contact me at (208)743-0301.

Sincerely,

Gregory J. Taylor
Sr. Water Agent



County: ~~Salphur~~ ^{Salphur} creek
 Stream: ~~Salphur~~ ^{Salphur} Creek.
 Amount: 5/10 sec. ft.
 Use: Irrigation
 Priority: 12-13-1912

STATE OF IDAHO

Water License No. 8988

WHEREAS, On the 13th day of December, A. D. 1912, W. I. Rooks

of Joseph, County of Idaho, State of Idaho, duly made application (No. 13532) to me for a permit to use 1/2 of 1 cubic foot per second of the waters of Salphur creek and 1/2 of 1 cubic foot per second of the waters of Dry Creek, County of Idaho, State of Idaho, for irrigation and domestic purposes, and,

WHEREAS, On the 28th day of January, A. D. 1913, Permit No. 8988 was issued to said applicant for the diversion of said water and providing for the completion of the works of diversion therein described on or before the 28th day of January, A. D. 1914, and for the application to beneficial use of said water on or before the 28th day of January, A. D. 1915, and,

WHEREAS, On the 3rd day of January, A. D. 1913, W. I. Rooks

the holder of said permit, duly made proof of the completion of adequate works for the diversion of 1/2 of 1 cubic foot per second of said waters, as evidenced by my Certificate No. 8988, dated January 7, 1914, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 1/2 of 1 cubic foot per second of water, with date of priority of January 7, 1913, and

WHEREAS, On the 24th day of December, A. D. 1913, W. I. Rooks

the holder of said permit, duly made proof of the application to beneficial use of 3/10 of 1 cubic foot per second of said water.

NOW, THEREFORE, By virtue of authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to

W. I. Rooks

of Joseph, County of Idaho, State of Idaho, the holder and owner of said Permit No. 8988, a perpetual right, dating from December 13, 1912, to the use of 3/10 of 1 cubic foot per second of the waters of Salphur Creek,

in the County of Idaho and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point on Salphur creek 30 rods south of the N.E. Cor. of the NW 1/4 of SE 1/4, Sec. 6, T. 28 N., R. 2 W.B.M.

^{NW Typographical error}
 and conducted to and upon 15 acres, divided as follows: 12 acres in SW 1/4 of SE 1/4 Sec. 6 and 3 acres in Lot 1, Sec. 7, T. 28 N., R. 2 W.B.M.,

for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho, applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and the seal of my office at Boise, Idaho, this 3rd day of March, A. D. nineteen hundred and fifteen.

Herbert Wing,

Acting State Engineer.

(Seal)

Name of Applicant

N. S. Barker

North



Traverse 28 U. R. 2 N. B. M.

4984

SCALE: 2 INCHES = 1 MILE. DRAW PLAN IN INK.

Printed and for sale by the Stationer Shop, Boston, Mass.