



United States  
Department of  
Agriculture

Forest  
Service

Intermountain Region

324 25<sup>th</sup> Street  
Ogden, UT 84401  
801-625-5605

File Code: 2720-3

Date: April 16, 2002

Karolyn and Garth Alleman  
1630 Lower Bern Road  
Bern, ID 83220

Dear Mrs. Alleman and Mr. Alleman:

Enclosed is a recorded Agriculture Irrigation and Livestock Watering System easement for your water system on National Forest System lands in Township 10 South, Range 45 East, Section 23, Boise Meridian. The easement was recorded at the Caribou County Courthouse and the recording information is noted on the enclosed original easement.

As stated in the easement, the District Ranger, Montpelier Ranger District, is the Forest Service representative for administering your Ditch Bill easement. Please contact the District Ranger if you have questions.

Sincerely,

/s/ Jeanne A. Evenden  
JEANNE A. EVENDEN  
Director, Lands

Enclosure

cc: Wallace R Bunnell, Dennis Duehren  
L (B.Klarich, J.Evenden)



Authorization ID CMT25  
 Contact ID ALLEMAN, K&G  
 Expiration Date: NO STATED EXPIRATION DATE

FS-2700-9a (9/96)  
 OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**AGRICULTURE IRRIGATION AND LIVESTOCK WATERING SYSTEM EASEMENT**  
 Act of October 21, 1976, Act of October 27, 1986  
 (Pub. L. 99-545), 36 CFR 251, Subpart B

**THIS EASEMENT** issued this 18<sup>th</sup> day of March, 2002, by the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Karolyn Alleman, a person of the State of Idaho, and Garth G. Alleman, a Person of the State of Idaho, hereinafter called the Holder.

**WHEREAS**, the Holder has applied for an easement under Section 501 of the Federal Land Policy and Management Act of October 21, 1976, as amended by P. L. 99-545 (90 Stat. 2743; 43 U.S.C. 1761), for agricultural irrigation or livestock watering system facilities located on lands owned by the United States on the Caribou National Forest, in the County of Caribou, State of Idaho.

**WITNESSETH**

**WHEREAS**, upon acceptance of this easement the Holder relinquishes all right, title, and interest in and to any easement issued for the same lands by the United States by any previous grant or permit.

**NOW THEREFORE**, the United States does hereby grant, subject to valid existing rights, an easement for occupancy with water conveyance system facilities located on the following described lands:

**Principal Meridian, Boise, TOWNSHIP 10 SOUTH, RANGE 45 EAST**  
**Section 23**

Said water conveyance facilities, consisting of the Alleman Ditch, is shown on the map contained in **Exhibit A**, attached hereto and incorporated herein, as provided by the Holder and hereby accepted by the Authorized Officer.

**This easement is issued subject to the following terms, provisions, and conditions applicable to the Holder, its permittees, contractors, assignees, and successors in interest.**

1. **AUTHORIZED USE.** This easement authorizes only the right-of-way and water conveyance system facilities as constructed and operated on October 21, 1976, as specified herein.
2. **EXTENSIONS or ENLARGEMENTS.** This easement does not authorize extensions or enlargements of the water conveyance system.
3. **FEES.** This easement is issued free of charge.

STATE OF IDAHO  
 County of Caribou  
 Date: April 4, 2002  
 Time: 12:40 PM  
 Official Records  
 Recorder: Edie Izatt  
 Deputy: Senise Horsley  
 Fee: 21.00

4. TRANSFERABILITY. This easement is fully transferable provided the water conveyance system facilities are used for agricultural irrigation or livestock watering. Holder shall notify Grantor within sixty (60) days of any address change or change in ownership.

5. TENURE. This easement shall continue for as long as the above described lands and water conveyance system facilities are used, operated, and maintained in accordance with the terms and conditions herein described.

6. OPERATION and MAINTENANCE.

a. Holder agrees to operate and maintain the facilities and use the authorized easement in accordance with applicable Federal, State, and local laws, regulations, and standards.

b. Holder shall notify, consult with, and obtain concurrence of the Grantor for operation and maintenance of the authorized facilities.

c. Holder agrees to install and maintain an operable headgate at each diversion structure. Such headgate shall be capable of controlling the amount of water entering the system.

d. Holder will not use fire or herbicides on the authorized right-of-way except as permitted in writing by the Grantor.

e. Holder agrees to operate and maintain the facilities and use the authorized easements in accordance with the attached operation and maintenance plan contained in **Exhibit B**, attached hereto and incorporated herein.

f. Pursuant to the requirements of 36 CFR § 251.56(b)(1)(v), the terms and conditions for operation and maintenance set forth in this section, and any operations and maintenance plan incorporated in this Easement pursuant Paragraph (e) of this section, may be revised or modified by the Authorized Officer upon determination that: 1.) modification or revision of such terms and conditions is necessary to meet the requirements of 43 U.S.C. § 1765 or to comply with the requirements of any other applicable Federal law; or 2.) terms and conditions contained herein are no longer needed to protect National Forest System land or resources, or to meet the requirements of 43 U.S.C. § 1765 or any other applicable Federal law.

7. EMERGENCY REPAIRS.

a. Except for emergency repairs required to protect the environment, property of the United States, or public health and safety, the Holder may not use materials on National Forest System lands outside the easement prior to obtaining written authorization and paying for the materials to be used. Holder's use of material within the easement is limited to maintenance of the water conveyance system facility.

b. If the water conveyance system facilities authorized by this Easement are allowed to deteriorate to the point of threatening persons or property, and the Holder, after notification by the Grantor, refuses to perform the repairs and maintenance required to remove the threat to persons or property, Grantor

shall have the right to undertake such repair and maintenance and to assess the Holder for the costs of such repair and maintenance, regardless of whether Grantor had required the Holder to furnish a bond or other security.

8. INDEMNIFICATION. Holder shall indemnify the United States against liability for any and all injury, loss, or damage, including fire suppression costs, that the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this easement.

9. LIABILITY. Holder is liable for and agrees to repair damage to National Forest System lands caused by Holder's negligence, intentional acts, or of failure to comply with the terms and conditions of this easement or of any law or regulation applicable to the National Forests.

10. SITE RESTORATION. Holder shall, upon termination of this easement, stabilize the site as required by the Grantor. If Holder does not stabilize the site, the Holder agrees to pay the costs of such stabilization if undertaken by the Grantor.

11. SPECIAL PROVISIONS. The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assigns.

A. NONEXCLUSIVE USE. The Grantor reserves the right to use or permit others to use the easement area, provided such use does not unreasonably interfere with the rights and privileges hereby authorized.

B. TERMINATION. This easement may be terminated with consent of Holder, or if Holder fails to exercise the rights and privileges authorized for any continuous period of five (5) years or more. This easement expires according to its terms if Holder uses the water conveyance system for any purpose other than agricultural irrigation or livestock watering. Grantor may take action to terminate this easement under 7 CFR 1.130 - 1.151, for noncompliance with applicable statutes and regulations, or the terms and conditions of this easement.

C. FOREST SERVICE REPRESENTATIVE. The District Ranger, Montpelier Ranger District, is responsible for administering this easement. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

D. WATER RIGHTS/ADJUDICATION. Should, subsequent to the issuance of this easement, an adjudication of the water right or water system authorized by this easement establish the fact that the Holder did not have a valid water right for the use of the water or a water system which meets the requirements of this act, then coincidental with the date of the decree, this easement shall expire on its own terms based upon the failure of the permit holder to meet the requirements of this Act. Upon expiration, all right, title, and interest in and to the subject area shall revert to the United States, or its successors or assigns.

ACCEPTANCE: On this 22 day of Feb, 2002, I, the undersigned Holder have read, understand, and accept the terms and conditions of this easement.

Karolyn Alleman  
Karolyn Alleman

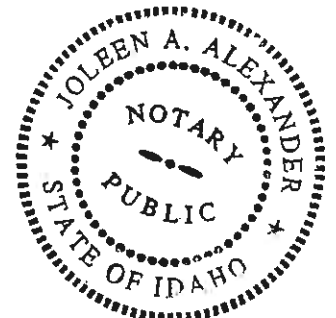
## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 22 day of February, 2002, by

Joleen A. Alexander  
Notary Public

My commission expires: 4/2/2005



ACCEPTANCE: On this 22 day of Feb, 2002, I, the undersigned Holder have read, understand, and accept the terms and conditions of this easement.

Garth G. Alleman  
Garth G. Alleman

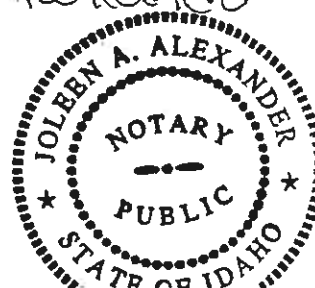
## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 22 day of February, 2002, by

Joleen A. Alexander  
Notary Public

My commission expires: 4/2/2005



IN WITNESS WHEREOF, the Secretary of Agriculture by the Regional Forester, Forest Service, has executed this Easement pursuant to delegations of authority specified in 7 CFR 2.60 and 36 CFR 251.52 on the day and year written above.

## UNITED STATES OF AMERICA

*Jeanne A. Evenden*

*for* JACK G. TROYER  
Acting Regional Forester  
Intermountain Region  
Forest Service, Department of Agriculture

## ACKNOWLEDGMENT

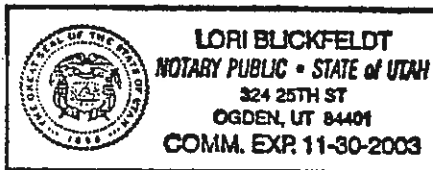
STATE OF

Utah

COUNTY OF

Weber )ss

On this 18th day of March, 2002, before me, Lori Blickfeldt, a Notary Public in and for Weber County, personally appeared before me JEANNE A. EVENDEN, Director of Lands, Intermountain Region, Forest Service, U.S. Department of Agriculture, the signer of the within instrument, who acknowledged to me that she executed the foregoing instrument acting for and on behalf of JACK G. TROYER, Acting Regional Forester, by duly delegated authority.



*Lori Blickfeldt*  
Notary Public for the State of Utah  
Residing in South Weber, UT  
My commission expires November 30, 2003

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

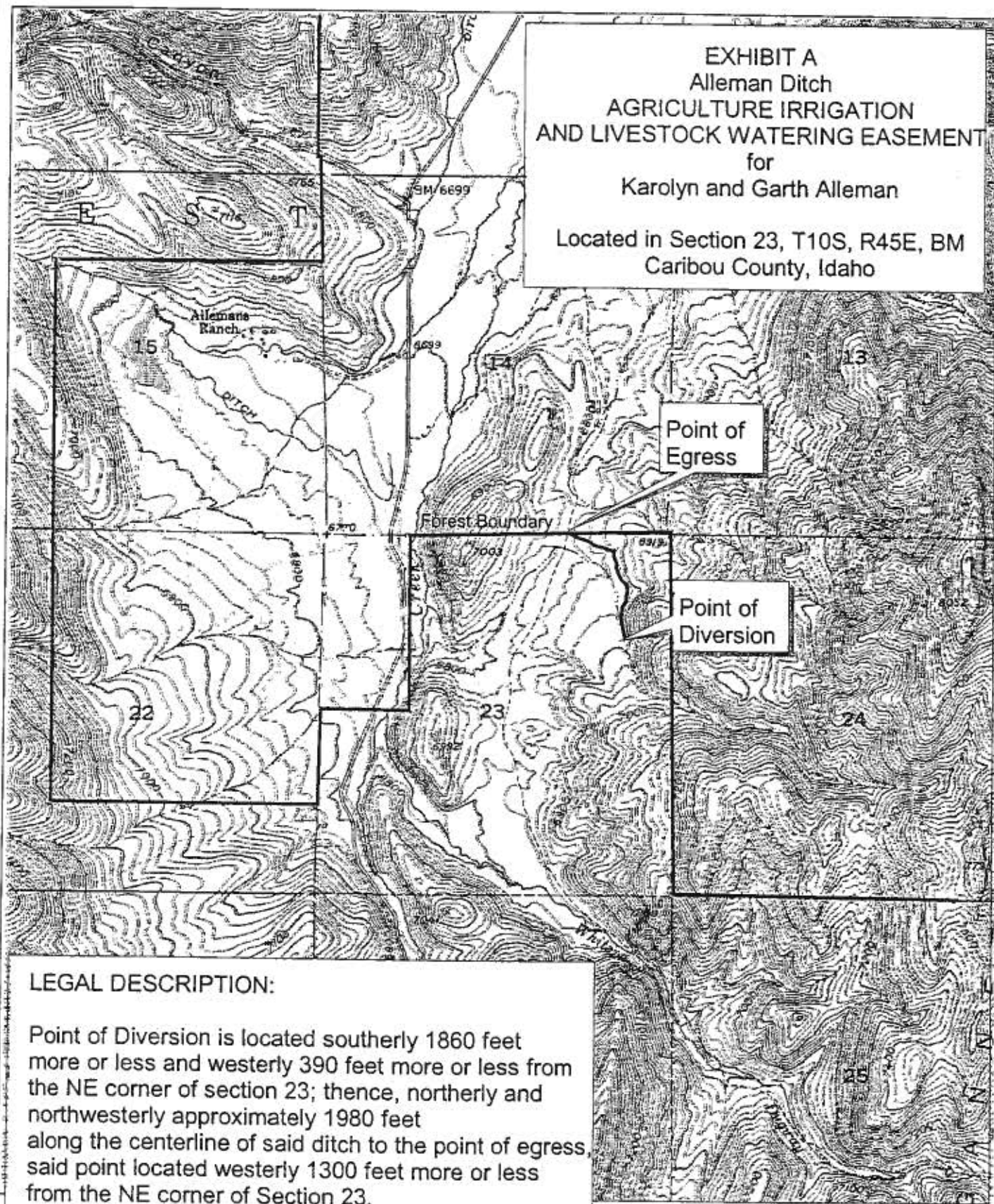
This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing a managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT A  
Alleman Ditch  
AGRICULTURE IRRIGATION  
AND LIVESTOCK WATERING EASEMENT  
for  
Karolyn and Garth Alleman

Located in Section 23, T10S, R45E, BM  
Caribou County, Idaho



LEGAL DESCRIPTION:

Point of Diversion is located southerly 1860 feet more or less and westerly 390 feet more or less from the NE corner of section 23; thence, northerly and northwesterly approximately 1980 feet along the centerline of said ditch to the point of egress, said point located westerly 1300 feet more or less from the NE corner of Section 23.

The right-of-way is 15 feet wide, 7.5 feet each side of centerline, and contains approximately 0.68 acres.



0.2 0 0.2 0.4 Miles

SOURCE: USGS 7.5 Minute Quadrangle Snowdrift Mountain  
PROJECTION: UTM Zone 12  
DATUM: NAD 83

B. Klarich  
2-9-2001

## EXHIBIT B

## OPERATION AND MAINTENANCE PLAN

Water Conveyance Facility: Alleman Ditch

Easement Holder: Karolyn and Garth G. Alleman

The easement incorporates this Operation and Maintenance Plan (O & M Plan) and any attachments thereto; and the Holder agrees to operate and maintain the facilities and use the granted land in accordance with the following stipulations:

1. Regulate channel flows so that a freeboard is maintained above the water line.
2. Use only maintenance routes agreed to and to repair all damage resulting from said use.
3. The Holder shall: be responsible for prevention and control of soil erosion and gullyng on land covered by the easement and the land adjacent thereto, resulting from operations and maintenance of granted use; maintain channel to prevent downcutting and bank failure; remove all obstructions from the channel; revegetate or otherwise stabilize all ground where the soil has been exposed; be responsible for control of and spread of noxious weeds, as indentified by the US Forest Service and the local County weed list.
4. The Holder shall inspect the facility prior to use each year and make necessary repairs. Work that is considered other than routine maintenance and/or minor repairs shall be discussed in advance with the Forest officer. All repairs shall be acceptable to and completed by the date agreed to by the Holder and the Forest officer.
5. The Holder will contact the Forest officer for approval before proceeding with work that is other than routine operations. Some of these situations are:
  - a. Bringing in and using heavy equipment.
  - b. Using other than approved maintenance routes for access.
  - c. Motorized use in a closed area in an emergency situation.
  - d. Removal of significant amounts of vegetation and silt and deposition of the same, if on National Forest System lands.
  - e. Burning, application of seed mixtures, chemical application or other means of vegetation control measures.
  - f. Reconstruction or re-routing of a portion of the ditch (the latter would also entail a new easement or special use permit).
6. This O & M Plan will be reviewed annually by the Holder and may be amended by mutual agreement when signed and dated by the Holder and the District Ranger.

Karolyn Alleman  
Holder

7-23-01  
Date

Garth Alleman  
Holder

7-23-01  
Date

Alan L. Dahl  
District Ranger

8-16-01  
Date