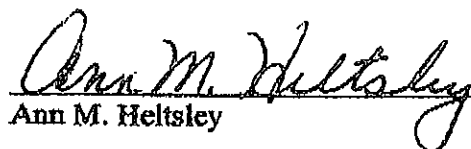


4. After trial, all parties except myself and my brother left the courtroom. While I was waiting for my brother to finish his conversation with Special Master Dolan, I began cleaning up the water cups, trash and papers left on all of the tables, including the Hull and Murphy tables. I placed all papers left on the tables in my box.
5. I did not review my files, including all papers that I had placed in my box immediately after the trial, until after we began contemplating filing a Motion to Alter or Amend the Special Master's Recommendation.
6. At the time I reviewed my files, I discovered I had placed into my box a document entitled "Wildlife Extension Agreement" entered into between Patrick Murphy and the United States Fish and Wildlife Service on May 16, 2008. A true and accurate copy of that Agreement is attached to this Affidavit as Exhibit "A".
7. The Wildlife Extension Agreement was never provided to either myself or my attorney by either Mr. Murphy or Mr. Hull.

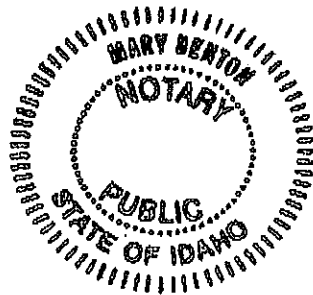
Further your affiant sayeth naught.


Ann M. Heltsley

STATE OF IDAHO)
)ss.
County of ADA)

On this 13th day of January, 2011, before me, the undersigned, a notary public in and for said state, personally appeared Ann M. Heltsley, known to me to be the individual that executed the foregoing affidavit, and acknowledged to me that he 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.



Mary Benton
Notary Public for Enter City of Salmon
Residing at Salmon, Idaho
My Commission Expires: 9/19/2011

CERTIFICATE OF MAILING

I hereby certify that service of the within and foregoing document was made this 14th day of January, 2011, by mailing a copy thereof, postage prepaid, to each of the parties listed below.

Director of IDWR
P.O. Box 83720
Boise, ID 83720-0098

Patrick Murphy
14 Blaze Tree Trail
North Fork, ID 83466

Daryl Hull
15 Blaze Tree Trail
North Fork, ID 83466

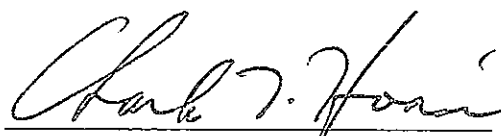

Charles L. Honsinger

Exhibit A

Agreement # 14420-8-J023A

Agreement Number: 14420-8-J023A

Cost Structure: 14420-1121-01HR

Tax ID No: _____

Amount: \$ 4,368

Project Name: North Fork Salmon
Riparian Fence

WILDLIFE EXTENSION AGREEMENT

This agreement dated March 9, 2008 between Patrick Murphy (Wildlife Cooperator(s)), and the U.S. Fish and Wildlife Service (Service) is entered into pursuant to authority contained in section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. 661, section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f(a)(4), and the Partners for Fish and Wildlife Act (Public Law: 109-294).

Patrick Murphy, 14 Blaze Tree Trail, North Fork, ID 83466; (208) 865-2099, hereby agrees to participate with the Service in conducting certain wildlife management practices near the North Fork Salmon River and adjacent riparian areas on lands owned by the Wildlife Cooperator(s), in Lemhi County, State of Idaho described as follows: Township 25N, Range 21E, Section 15.

The Wildlife Cooperator(s), in signing this agreement, join as participants in a wildlife management program and grant to the Service the authority to complete wildlife habitat development, or to personally carry out wildlife management activities with financial or material support, as described in the attached Special Provisions (Exhibit A). Any donation of supplies or equipment, or direct payment from the Service to the Wildlife Cooperator(s) for carrying out the wildlife habitat developments, are also included in the attached Special Provisions (Exhibit A).

The term of this agreement will be for 10 years beginning on the date of the last signature on this agreement.

Payment as appropriate will be made as described and agreed to in Exhibit A.

This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by any party upon 30 days advance written notice to the other party(ies). However, if the Wildlife Cooperator(s) terminate the agreement before its expiration, or if the Wildlife Cooperator(s) should materially default on these commitments, then the Wildlife Cooperator(s) agree to reimburse the Service prior to final termination for the prorated costs of all habitat developments placed on the land through this agreement. For these purposes, the total cost of the developments to the United States are agreed to be \$4,368.00.

At the end of the term, the wildlife habitat development will become the property of the Wildlife Cooperator(s).

The Service does not assume jurisdiction over the premises by this agreement. The Wildlife Cooperator(s) retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The Service, its agents, or assignees reserve the right to enter the land at reasonable times for wildlife habitat development and management purposes and to inspect completed work.

The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage.

Specific project work (Exhibit A) will be completed within 5 years from date of the last signature on this agreement.

A change of ownership shall not change the terms of this agreement. The agreement and terms shall be in effect on the described land for the term of the agreement. The Wildlife Cooperator(s) will notify the Service of planned or pending changes in ownership.

The Wildlife Cooperator(s) agree not to allow any agricultural use of the fenced riparian area such as livestock grazing, unless included as part of this or an amended agreement.

At the end of this agreement, the Wildlife Cooperator(s) assumes full and complete responsibility for all wildlife habitat developments made during this agreement on the project tract. There shall be no obligation to any of the agencies of the agreement after the term of the agreement has expired.

The Wildlife Cooperator(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit.

The Service is prohibited by law from making obligations that exceed available funds and, therefore, the Service can do only that work which is funded. In the event funds are not available to do the wildlife habitat development work within the period of time or in the manner prescribed in the Special Provisions, the Service will advise the Wildlife Cooperator(s) of that fact.

In the event Wildlife Cooperator is not receiving funds electronically from the Department of the Interior or Fish and Wildlife Service, the cooperator shall complete Standard Form 3881 (ACH) and forward it to the Service Project Officer. This form is available from the Service Project Officer.

Wildlife Cooperator will submit requests for reimbursement using Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly.

Reimbursement will be made on the basis of submission by the cooperator of acceptable documentation as defined by the Service.

Requests shall be submitted to the Service Project Officer, at the following address:

U.S. Fish and Wildlife Service
Eastern Idaho Field Office
4425 Burley Drive, Suite A
Chubbuck, Idaho 83202

Wildlife Cooperator(s) guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with the wildlife management agreement.

Robb Murphy 5/16/08
Wildlife Cooperator Date

Social Security Number*

Gary L Benton 4/10/08
Service Field Representative Date

Janey Thomas 4/18/08
Contract Sufficiency Review Date

FWS No: 1-T224

**Privacy Act Notice: The Service is required to obtain this information to process any payment (s) to the wildlife cooperator as a result of this agreement. This information will be furnished to the Internal Revenue Service as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice for criminal or civil litigation. Furnishing a social security number is voluntary, but failure to do so may result in disqualification from this program.*

SPECIAL PROVISIONS – EXHIBIT A
North Fork Salmon Riparian Fencing Project

1. Planned Work: The North Fork Salmon River is a tributary to the Salmon River approximately 20 miles north of Salmon, Idaho. This project is located 6.5 miles upstream of the confluence of the Salmon River and the North Fork of the Salmon River. The project is located in the Partners for Fish and Wildlife Program Salmon River focus area in Lemhi County (Township 25N, Range 21E, Section 15). Listed species under the ESA on this property include Chinook salmon, steelhead, and bull trout.

A 4-pole wooden jack fence will be used to fence the riparian vegetation of 1,092 feet on one side of the NF Salmon River and a large spring complex. 1,092 feet of materials will be required to construct the fence. One fence (~500 feet) will be constructed approximately 30 feet on average from the ordinary high water mark of the NF Salmon River channel (see attached maps). There is a large spring that runs parallel to the River approximately 100 yards west of the River channel. Approximately 500 feet of jack fence will be used to fence the spring (see attached maps). The project will create two parallel portions of jack fence that will connect to existing wire fence. The landowner intends to graze cattle in the pasture between the two pole fences. This project will protect existing riparian vegetation from domestic livestock browsing, protect resident bull trout, whitefish, westslope cutthroat trout, Chinook salmon, and steelhead from mechanical trampling by domestic livestock, and enhance establishment of younger willows and possibly cottonwoods. The project will result in the enhancement of existing riparian and spring areas.

2. Contributions of the Parties:

The U.S. Fish and Wildlife Service will purchase materials to build 1,092 feet of 4-pole, jack fence. The landowner (Patrick Murphy) will transport materials, furnish labor to build and maintain this fence for at least 10 years. The project will be funded under the Partners program with \$4,368.

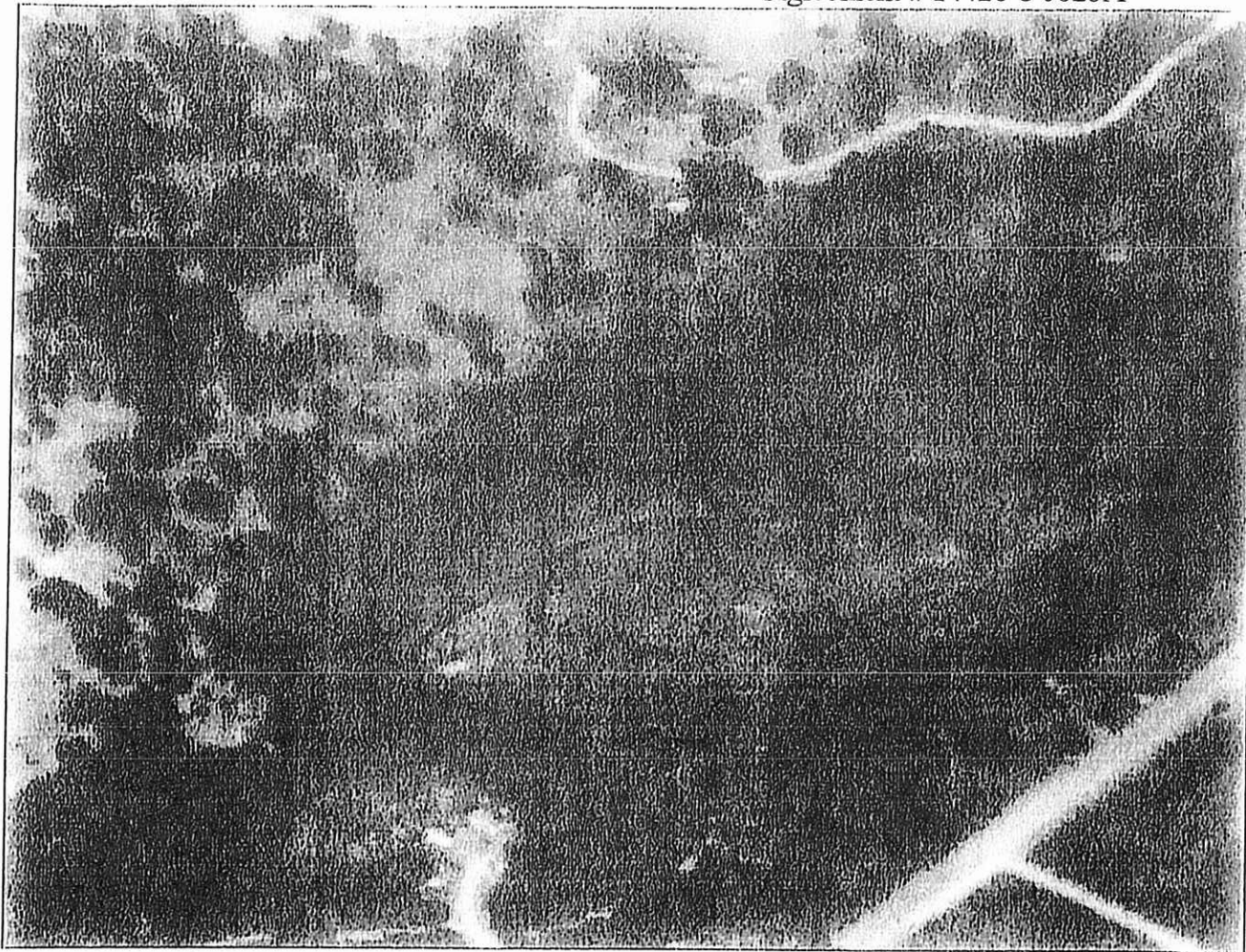
3. Estimated Costs:

	Private <u>Landowner</u>	Partners <u>Program</u>
Employee Labor	\$1,638	\$ 0
Materials	\$ 0	\$4,368
% Cost-share	27%	73%

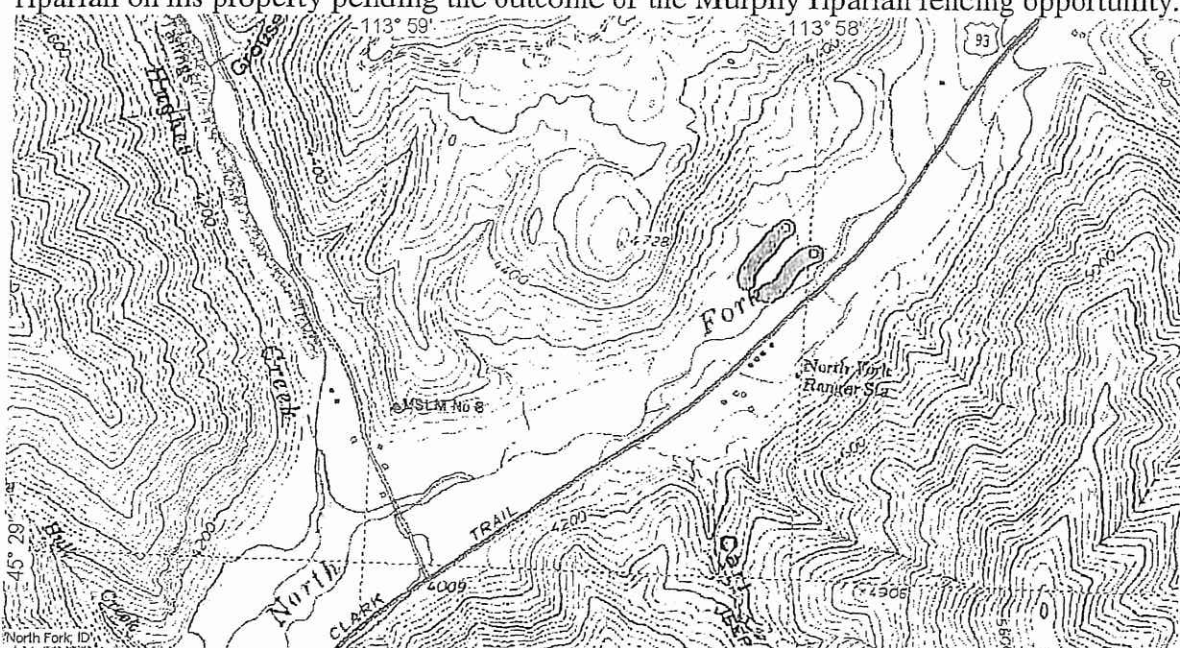
The total cost of the project is \$6006.00.

4. Work Schedule:

<u>Project Task</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Riparian Fence Construction	June 2008	Nov 2008



Here is an areal photograph of the property and the proposed fence (shown in red). The map is enlarged because the adjacent landowner to the right of the red lines is also considering fencing the riparian on his property pending the outcome of the Murphy riparian fencing opportunity.

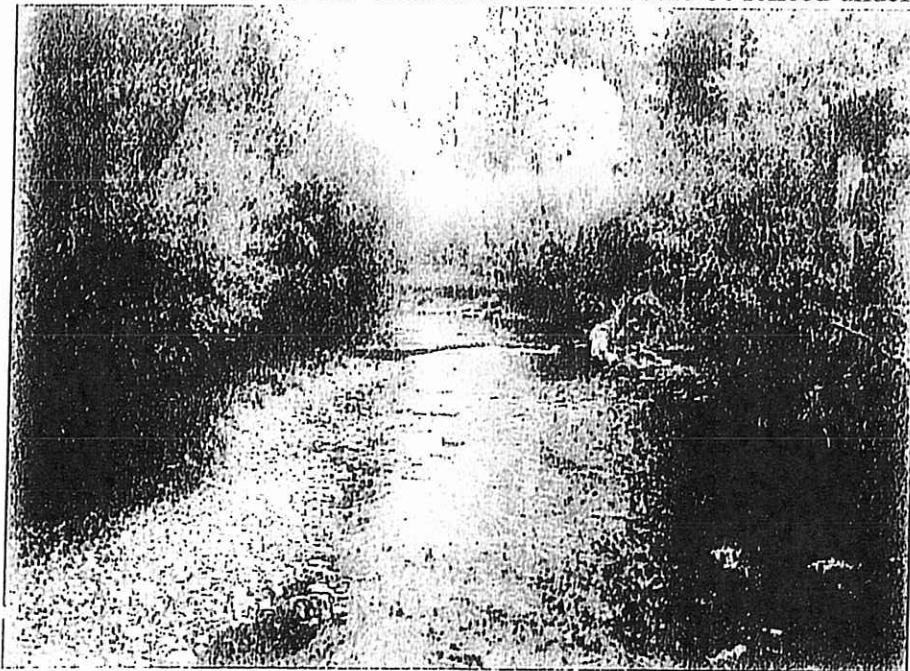


USGS topo of project area. Blue lines delineate location of proposed fence.

This is a spring complex that would be fenced under this proposal.



This is a section of the NF Salmon River that would be fenced under this proposal.





United States Department of the Interior
FISH AND WILDLIFE SERVICE

Snake River Fish and Wildlife Office
1387 S Vinnell Way, Suite 368
Boise, Idaho 83709



May 7, 2008

Patrick Murphy
14 Braze Tree Trail
North Fork, Idaho 83466

Dear Sir:

Enclosed are two copies of Wildlife Extension Agreement #14420-8-J023A. Please sign all copies, keep one copy for your files and return the remaining copy to this office.

When the project is complete, you will need to send an invoice to this office for payment using Standard Form (SF) 270. Please reference the Wildlife Extension Agreement Number. In order to receive payment, Federal regulations (The Debt Collection Improvement Act) require that cooperators/vendors sign-up for electronic fund transfers (direct deposit). Please complete the enclosed NBC ACH form and return with the signed agreement.

The Debt Collection Improvement Act allows for waivers to the electronic payment requirement in certain instances. Individuals may apply for a hardship waiver, while corporations, partnerships, universities, government units, etc. may apply for waivers under limited conditions. If you believe you qualify for such a waiver, please contact us at the above address and we will send you a waiver request form.

Please complete the applicable SF 424B or 424D and return. If you have questions, please contact Jamie Juker or Dennis Mackey at 208-378-5243.

Sincerely,

Cathy Rogers, Administrative Officer
Snake River Fish and Wildlife Office

Enclosures
Ach Form
S.F. 270, 424B, 424D

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

0348-0004

PAGE

OF

PAGES

1.
TYPE OF
PAYMENT
REQUESTED

a. "X" one or both boxes

☐ ADVANCE ☒ REIMBURSE-
MENT

b. "X" the applicable box

☒ FINAL ☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO
WHICH THIS REPORT IS SUBMITTED

U. S. Fish and Wildlife Service - Partners for Fish and W

4. FEDERAL GRANT OR OTHER
IDENTIFYING NUMBER ASSIGNED
BY FEDERAL AGENCY

14420-8-J023A

5. PARTIAL PAYMENT REQUEST
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION
NUMBER

7. RECIPIENT'S ACCOUNT NUMBER
OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

03/09/08

TO (month, day, year)

04/25/09

9. RECIPIENT ORGANIZATION

Name: Patrick Murphy

Number
and Street: 14 Blaze Tree Trail

City, State
and ZIP Code: North Fork, Idaho 83466

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Number
and Street:

City, State
and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES (→)	(a)	(b)	(c)	TOTAL
	Fencing Materials			
a. Total program outlays to date (As of date)	\$ 4,500.00	\$	\$	\$ 4,500.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	4,500.00	0.00	0.00	4,500.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	4,500.00	0.00	0.00	4,500.00
f. Non-Federal share of amount on line e	1,638.00			1,638.00
g. Federal share of amount on line e	4,368.00			4,368.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	4,368.00	0.00	0.00	4,368.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				0.00
2nd month				0.00
3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)

Prescribed by OMB Circulars A-102 and A-110

13.

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST
SUBMITTED

April 27, 2009

TYPED OR PRINTED NAME AND TITLE

Patrick Murphy - Landowner/Wildlife Cooperator

TELEPHONE (AREA
CODE, NUMBER,
EXTENSION)

208-865-2099

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		