

RECEIVED

JUN 25 1999

Department of Water Resources

AGREEMENT

This Agreement is made and entered as of the 28 day of May, 1999 by and between BUCKEYE FARMS, INC., an Idaho Corporation, whose address is 18335 U.S. Highway 30, Hagerman, Idaho 83332, (hereinafter "Buckeye"), WESTERN LEGENDS LC, an Idaho limited liability company, whose address is P.O. Box 737, Hagerman, Idaho, 83332, (hereinafter "Legends") and AQUA LIFE, INC. an Idaho Corporation, whose address is 1128 East 4150 North, Buhl, Idaho 83316, (hereinafter "Aqua Life") as follows:

Recitals

WHEREAS, the parties hereto own parcels of land near Hagerman in Gooding County, Idaho, and have interfaces as to the use of certain water rights; and

WHEREAS, the parties hereto desire to settle all differences as to the use of said water rights between themselves on their respective parcels of land and hereafter to be good and cooperating neighbors; and

WHEREAS, the parties hereto are also parties to SRBA Subcase No. 36-00004 relating to the Billingsley Creek water right no. 36-00004 owned by Legends and desire to settle all of their differences concerning said water right so that it may be decreed by the SRBA Court; and

WHEREAS, it is in the best interest of the parties to delineate their Agreement expeditiously, and in writing;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Legends Curran Water Rights.

Legends owns water right 36-00004 for 15 cfs of Billingsley Creek water diverted into the Curran ditch in the SWNE of Sec. 31, T. 7 S., Range 14 E. B.M., Gooding County, Idaho with a priority date of 9/10/1884 as decreed in the certain case of *New International Mortgage Bank vs. Idaho Power Company*, entered in the Federal District Court for Idaho dated March 22, 1932, (hereinafter *New International*) and has filed claim no. 36-00004 in the Snake River Basin Adjudication (SRBA) which is presently ongoing in the 5th Judicial District for the State of Idaho, in Twin Falls

County Case No. 39576. Legends' claim includes 15 cfs for the irrigation of 416 acres during the irrigation season of February 15 through November 30, 0.21 cfs for stockwater from January 1 through December 31 and 14.1 cfs for wildlife habitat purposes from January 1 through December 31. The parties to this Agreement, together with the other parties to SRBA Subcase No. 36-00004, have signed and filed with the SRBA Court, Standard Form 5's ("SF-5's") whereby the right claimed by Legends in that Subcase is split into two (2) rights, 36-00004 and 36-15534. Copies of these SF-5's are attached hereto as Exhibits 1 and 2 and made a part hereof by this reference.

A. Legends Exchange of Curran Water Rights.

A.1. May 15 - September 15.

Legends will exchange eight (8) cfs of the 36-00004 and 36-15534 rights above referenced to Buckeye to be hereafter diverted from Billingsley Creek into the Curran ditch and into the south Bar S pipeline for the beneficial uses of Buckeye.

A.2. September 15 – May 15.

During this period of use the exchange contemplated would follow the following incremental exchange formula:

- (a) If the flow into the Curran Ditch is greater than 32 cfs, Legends will exchange 8 cfs; or
- (b) If the flow into the Curran Ditch is less than 32 cfs but greater than 27 cfs, Legends will exchange 9 cfs; or
- (c) If the flow into the Curran Ditch is less than 27 cfs, Legends will exchange 10 cfs.

Measurements at the Curran Ditch headgate will be on a weekly basis, recorded by a Buckeye representative and shall be communicated, or made available for inspection to Legends upon request. The measurements shall constitute the number utilized in the above referenced formula. Any dispute regarding measurements shall be mediated by the Water District 36A watermaster. For the purposes of this paragraph, any portions of Buckeye's water right no. 36-00018 which is left in Billingsley Creek pursuant to paragraph IV, below, shall be included in the amount measured as flowing into the Curran Ditch. Buckeye and Legends agree they shall not, without the prior written consent of each other, request the transfer of all or any portion of their water rights nos. 36-00004, 36-15534 or 36-00018 from the Curran Ditch headgate to any other point of diversion.

A.3. Legends distribution of Curran Water Rights 36-00004 and 36-15534.

In addition to the exchange contemplated in Article I.A. above which would permit Buckeye a maximum diversion of thirty (30) cfs when combined with Buckeye's 36-00018 right under I.A.2. (c), if there is not at least 15 cfs for diversion into Curran ditch pursuant

to Legends' 36-00004 right during the irrigation season or 14.1 cfs for diversion into the Curran Ditch pursuant to Legends' 36-15534 right during the rest of the year, the parties shall share the 36-00004 and 36-15534 rights proportionately, as determined by Sections A.1. and A.2 above.

- B. Legends agrees to discharge into either the Big Bend Ditch or the Buckeye Ditch those portions of its water rights nos. 36-00004 and 36-15534 not consumed by Legends' uses, provided, however, that such discharge shall only be made after reasonable notice to Buckeye and if it can be accomplished without pumping and at no additional expense to Legends. Legends agrees to supply and Buckeye agrees to accept this water at the discharge points for ultimate use on Buckeye lands. Buckeye and Legends agree to work with the ditch companies in seeking approval for this discharge and conveyance.
- C. Legends withdrawal of objections and protests.
Legends will withdraw all previous objections and protests to the transfer of Buckeye Water Right 36-00018(Curran Ditch) and 36-00015(Weatherby Springs), and to existing applications and permits filed by Buckeye for water out of Billingsley Creek. Buckeye agrees to take those actions required in the SRBA or otherwise, to remove those lands presently owned by Legends from the place of use for water rights 36-00018 and 36-00015.

II. Buckeye's Buckeye Ditch Water.

Buckeye owns water right no. 36-00003H for 11.9 cfs of Billingsley Creek water diverted into the Buckeye Ditch with a priority date of September 10, 1884 diverted in the SENE of section 11, T.7 South, Range 13 E.B.M. Gooding County, Idaho, as decreed in *New International*, and has obtained partial decree No. 36-00003H to said water in the SRBA. Buckeye also has a permit, 36-08335, with a 1987 priority date for recreation, wildlife habitat and aesthetics.

A. Buckeye's Exchange of part of Buckeye Right 36-00003H and use under permit 36-08335.

A.1. September 15 – February 15.

Buckeye will exchange the equivalent amount of water rights 36-00003H and 36-08335 to Legends in exchange for the amount determined under paragraph I.A.2, above. This amount shall be diverted from Billingsley Creek into the Buckeye Ditch for beneficial use of Legends. Buckeye will do those things necessary to assign the appropriate percentage of Buckeye's interest in the Buckeye Ditch Company, including but not limited to responsibility for maintenance of the Buckeye Ditch to Legends, and support Legends efforts to obtain permission to construct and operate a new headgate so as to divert said water from said ditch on the Legends property.

A.2. February 15 – May 15.

Buckeye will exchange the equivalent amount of water rights 36-00003H and 36-08335, less the amount of Buckeye's Weatherby Springs water rights actually delivered into the Bar S Ditch for the beneficial use of Legends as described in paragraph III, below, to Legends in exchange for the amount determined under paragraph I.A.2, above. This amount shall be diverted from Billingsley Creek into the Buckeye Ditch for beneficial use of Legends.

A.2. May 15 – September 15.

Buckeye will exchange 8.0 cfs of water rights 36-00003H and 36-08335, less the amount of Buckeye's Weatherby Springs water rights actually delivered into the Bar S Ditch for the beneficial use of Legends as described in paragraph III, below, to be diverted into the Buckeye Ditch for the beneficial uses of Legends.

III. Buckeye's Weatherby Springs Water.

Buckeye owns Water Right 36-00015 for 6.5 cfs of Weatherby Springs Water diverted into the Bar S Ditch with a priority date of March 8, 1902 as decreed in *New International*, and has obtained a partial decree, 36-00015 to said water in the SRBA.

A. Buckeye's transfer of a part of Buckeye Right No. 36-00015.

Buckeye shall take all appropriate steps to obtain a transfer of 4.5 cfs of Buckeye Right 36-00015 with its source from Weatherby Springs to a diversion point at the Buckeye Ditch headgate. Buckeye will seek permission of the Buckeye Ditch Company and property owners through which the Buckeye Ditch runs. The filing of this transfer shall take place upon the completion of this Agreement. The parties will support the application. However, enforcement of this Agreement is not dependent upon the approval of the transfer by the Idaho Department of Water Resources.

B. Buckeye will exchange Weatherby Springs Right from February 15 - September 15.

Buckeye will exchange 2.0 cfs of the 36-00015 Buckeye Right to Legends to be hereafter diverted from Weatherby Springs into the Bar S Ditch and the Curran Ditch for beneficial uses of Legends. This exchange, together with the 36-00003H and 36-08335 exchange water shall constitute the total amount of water to be exchanged for Legends' Curran water.

IV. Buckeye's Curran Water Right.

Buckeye owns water right 36-00018 for 20 cfs of Billingsley Creek water diverted into the Curran ditch in the SWNE of Sec. 31, T.7 S., Range 14 E. B.M. Gooding County, Idaho, with a priority date of April 1, 1917 as decreed in the certain case of *New International Mortgage Bank vs. Idaho Power Company*, entered in the Federal District Court for Idaho dated March 22, 1932, and has filed and been partially decreed, right no 36-00018 in the SRBA.

A. Pursuant to a previous agreement dated February 17, 1998 between Buckeye and Aqua Life, Buckeye agreed to leave 15 cfs of the 36-00018 water right in Billingsley Creek from the beginning of the irrigation season, February 15 until June 1 as mitigation due to declining spring flows, for beneficial use through Aqua Life's fish facility subject to the conditions of paragraph IV.C. Under the terms of February 17, 1998 agreement Aqua Life agreed to subordinate its Billingsley Creek water rights to Buckeye's Curran Ditch permits from October 1- February 1 of each year. The parties to that agreement recognized Buckeye's prior obligation to leave 10 cfs of the 36-00018 right in Billingsley Creek until May 15 in resolution of the 36-07742 permit.

B. Upon the execution of this Agreement, Buckeye hereby agrees to leave in Billingsley Creek an additional 5 cfs of its 36-00018 water right from February 15 until June 1 as mitigation due to declining spring flows, subject to the conditions of paragraph IV.C.

C. The parties acknowledge that to the extent that flows in Billingsley Creek are sufficient to fulfill Aqua Life's rights, Buckeye shall not be obligated to turn back water into Billingsley Creek under paragraphs A & B of this paragraph IV. Further, the parties agree that to the extent that Aqua Life can not put the water to beneficial uses contemplated under its existing fish propagation rights, Buckeye shall not be obligated to deliver the water.

V. Delivery Calls.

In the event that flows available for diversion into the Curran Ditch as measured at the Curran Ditch headgate fall below 15 cfs, based upon an average flow over a thirty (30) day period, Legends shall make a delivery call for its water right no. 36-00004 and Buckeye shall make a delivery call for its water right no. 36-00018. In the event that flows available for diversion into the Buckeye Ditch fall below the level at which the full amount of Buckeye's water right no. 36-00003H is deliverable, based upon an average flow over a thirty (30) day period, Buckeye shall make a delivery call for this water right. Such delivery calls shall be made pursuant to all applicable rules of the Idaho Department of Water Resources ("IDWR") and shall be diligently pursued by the party making the call. The parties hereto acknowledge and agree that certain Western Legends' water rights, including, without limitation, Water Right Nos. 36-00004 and 36-15534, are subject to the terms and conditions of the Water Right Agreement between Western Legends and certain ground water pumpers dated September 16, 1998 (the "Ground Water Pumpers Agreement"), copies of which have been provided to both Buckeye and Aqua Life. Legends' obligation to make a delivery call pursuant to this Agreement shall be subject to the terms and conditions of the Ground Water Pumpers Agreement. The parties hereto recognize and confirm that the ground water right holders and their representatives who are parties to the Ground Water Pumpers Agreement are not parties to, and are not bound by or in any way subject to, this Agreement.

VI. Cooperation of the Parties.

The parties hereto agree to not oppose the confirmation of each other's water rights in the SRBA, the transfer of water rights by Buckeye, and formalization of the exchange of water as herein agreed, and to execute such documents as are necessary for such results. In carrying out the exchange of water rights pursuant to this Agreement, the parties shall use each other's water rights only for the beneficial uses for which such rights are decreed, permitted or licensed, as the case may be.

VII. Default.

In the event of a breach of this Agreement, and failure of the defaulting party to cure the breach within a reasonable time after written notice from the non-defaulting party or parties, the party found in default shall be responsible for all costs, attorney fees and damages incurred by the other party in the enforcement thereof, including, but not limited to providing mitigation in the form of substitute water, if necessary, as a result of said breach together with reasonable associated costs of said mitigation.

VIII. Notice.

All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

IX. Maintenance of the Curran Ditch.

Buckeye and Legends hereby agree to split their cost of maintaining the Curran Ditch from its head gate to the South Bar S pipeline diversion according to the following percentages: Buckeye – 75% and Legends – 25%. Cleaning of the Ditch shall occur at least twice yearly, once in April and again in August, depending upon the Ditch conditions. Further, the Parties agree that based upon 1998 costs and the exchange contemplated herein, a reasonable allocation of expenses necessary for each cleaning shall be \$500 to Legends and \$1500 to Buckeye. The expenses shall be due on the 15th day of the month preceding the Ditch cleaning. In the event either party fails to make payment as contemplated by this paragraph within 20 days of said due date, that party shall be

considered in default under the provisions of paragraph VII.

X. Assignment and Modification.

The parties acknowledge that this Agreement resolves Aqua Life Life's and Buckeye's objections as to water right 36-00004. This Agreement may not be modified without the express written consent of the parties or their successors or assigns. Further, all of the terms and conditions of this Agreement shall be covenants running with the land, which shall enure to the benefit of the properties of the parties hereto, as described herein, and shall be binding upon the parties hereto and all their assigns and successors in interest.

XI. Measuring Devices.

Legends and Buckeye agree to share equally the expenses associated with the installation and maintenance of Measuring Devices as agreed upon by both parties.

XII. Recording Agreement.

This Agreement shall be recorded in the records of Gooding County, Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Buckeye Farms, Inc.

By: John A Burke

Its: President

Western Legends L.C.

By: William F. Pomeroy

Its: Co-Manager

Aqua Life, Inc.

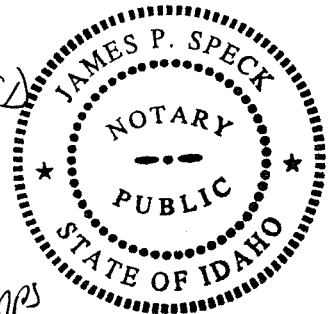
By: *Kenneth Elk*
Its: *Pres.*

STATE OF IDAHO)
) ss.
County of Blaine)

On this 28 day of May, 1999, before me, the undersigned, a notary public in and for said state, personally appeared John A. Burke, known or identified to me to be the president of Buckeye Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

J. P. Speck
Notary Public for Idaho
Residing at: *Blaine County, ID*
Comm. Expires: *1/29/2003*



STATE OF IDAHO)
) ss.
County of Blaine)

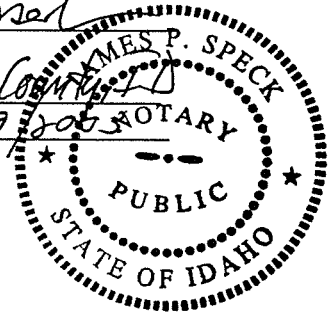
On this 1st day of *June*, 1999, before me, the undersigned notary public in and for said state, personally appeared _____ known or identified to me to be one of the members in Western Legends, LC, an Idaho limited liability company, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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

J. H. Sped
Notary Public for Idaho

Residing at: Blaine County, ID

Comm. Expires: 1/29/2005



STATE OF IDAHO)

County of T. FAIR) ss.
Blaine)

On this 11 day of ^{June}~~May~~, 1999, before me, the undersigned, a notary public in and for said state, personally appeared Kenneth Ellis, known or identified to me to be the president of Aqua Life, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Roselle Robinson
Notary Public for Idaho

Residing at: Idaho

Comm. Expires: 7-15-2000

EXHIBIT 1

**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

Subcase No.: 36-00004

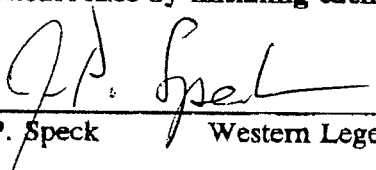
Case No. 39576

AMENDED STANDARD FORM 5**STIPULATED ELEMENTS OF A
WATER RIGHT**

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.



 James P. Speck

Western Legends

 Date

4/23/98

 John K. Simpson

Buckeye Farms

 Date

Jeffrey C. Fereday Cranney Bros.

Date

Josephine P. Beeman North Snake Ground
Water District

Date

Eric J. Wildman Aqua Life, Inc.

Date

Rebecca Brown

IDWR Concurrence

4/23/99

Date

Approved as to form:
Attorney for IDWR

Nick Spencer

9PS

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-1

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004

NAME & ADDRESS: WESTERN LEGENDS LC
PO BOX 737
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 15.00 CFS

THE APPROPRIATOR IS ENTITLED TO THE QUANTITY OF WATER DESCRIBED FOR STOCK WATER PURPOSES AT A POINT OF MEASUREMENT WHERE THE DELIVERY DITCH ENTERS THE PLACE OF USE DESCRIBED, SO LONG AS THE QUANTITY DIVERTED AT THE POINT OF DIVERSION DOES NOT CONSTITUTE UNREASONABLE WASTE.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.0 CFS.

PRIORITY DATE: 09/10/1884

POINT OF DIVERSION: T07S R14E S31 NESWE Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE
IRRIGATION
STOCKWATER

PERIOD OF USE
02-15 11-30
01-01 12-31

QUANTITY
15.00 CFS
0.21 CFS

PLACE OF USE:

IRRIGATION

T07S R13E S23

Within GOODING County

NWNE 4.9

SWNE 29

SENE 8

NENW 3.5

SENE 5

NESW 5.6

NWSW 32

SWSW 34

SESW 27

NESE 37

NWSE 20.3

SWSE 3.7

SESE 24

NWSW 5

SWSW 25

SWNE 6

NENW 20

NWNW 39

SENE 38

NESW 39

NWSE 10

416 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 360.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE IRRIGATION SEASON.

STOCKWATER

T07S R13E S23

S24

Within GOODING County

NESE

NWSW

NWSE

SWSW

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-2

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004 (CONT)

PLACE OF USE: (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING CONTRACTUAL AGREEMENT: THE WATER RIGHT AGREEMENT ENTERED INTO ON SEPTEMBER 16, 1998, BETWEEN WESTERN LEGENDS LC AND THE MAGIC VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT, AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRANNEY BROS., FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND RECORDER ON SEPTEMBER 28, 1998 AS INSTRUMENT NO. 177310; THE PROVISIONS OF SUCH AGREEMENT (INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 4.A-4.F, 5, AND 7 THEREOF) TO APPLY FULLY TO THIS WATER RIGHT NOTWITHSTANDING THE FACT THAT THE AGREEMENT MAY CONTAIN REFERENCES TO SOURCE OF WATER FOR THIS RIGHT, ACRES, PRIORITY DATES, OR OTHER MATTERS THAT DIFFER FROM THOSE SPECIFIED HEREIN.

RB QPS

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
WATER IS DELIVERED THROUGH CURREN DITCH.
STOCKWATER, 2,000 RANGE CATTLE

CERTIFICATE OF MAILING

I certify that on _____, 199__, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

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

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

James P. Speck
Speck & Aanestad, PA
P.O. Box 987
Ketchum, ID 83340

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

John K. Simpson
Rosholt Robertson
P.O. Box 2139
Boise, ID 83701-2139

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Jeffrey C. Fereday
Givens Pursley
P.O. Box 2720
Boise, ID 83701-2720

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Josephine P. Beeman
Beeman Hofstetter
P.O. Box 1427
Boise, ID 83701-1427

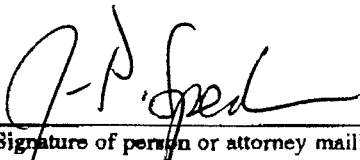
☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Eric J. Wildman
Arkoosh Law
P.O. Box 32
Gooding, ID 83330

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile



Signature of person or attorney mailing the form

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

Subcase No.: 36-15534

STANDARD FORM 5

STIPULATED ELEMENTS OF A
WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

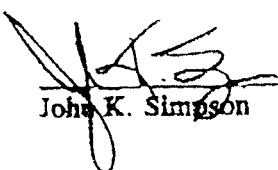
The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialling each of the attached pages.

James P. Speck

Western Legends

Date


John K. Simpson

Buckeye Farms

Date

4/16/99

Jeffrey C. Fereday Cranney Bros.

Date

Josephine P. Beeman North Snake Ground
Water District

Date

Eric J. Wildman Aqua Life, Inc.

Date

Roxanne Brown

IDWR Concurrence

April 16, 1999

Date

Approved as to form:
Attorney for IDWR

Wick Spencer

AJSBSGHP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-16-1999
PAGE: A-1

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SHAKE RIVER

RIGHT NUMBER: 36-15534

NAME & ADDRESS: WESTERN LEGHOS LC
PO BOX 737
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SHAKE RIVER

QUANTITY: 14.1 CFS
10208.0 AFY

STORAGE CAPACITY 56.0 AF.
USE OF THIS RIGHT WITH RIGHT NO. 36-00004 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 15.0 CFS.

PRIORITY DATE: 02/15/1946

POINT OF DIVERSION: T07S R14E S31 NESWNE Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	02-15 11-30	2.02 CFS
WILDLIFE	01-01 12-31	14.10 CFS
WILDLIFE STORAGE	01-01 12-31	56.0 AF
DIVERSION TO STORAGE	01-01 12-31	14.10 CFS

10208 AFA

PLACE OF USE:

IRRIGATION	Within GOODING County			
T07S R13E S23	NESW 5	NWNW 32	SWSW 34	SESW 27
S26	SWNE 6	NENW 20	NWNW 39	SENW 38
	NESW 39	NWSE 10		
250 ACRES TOTAL				

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 56.0 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH RIGHT NO. 36-00004 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE
IRRIGATION SEASON.

WILDLIFE Within GOODING County

T07S R13E S23	SWSE
S26	SENW

WILDLIFE STORAGE Within GOODING County

T07S R13E S23	SWSE
S26	SENW

RA
JKS

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-16-1999
PAGE: A-2

RIGHTS FROM: SOURCE: WILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-15534 (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO
SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING
CONTRACTUAL AGREEMENTS:
(1) THE WATER RIGHT AGREEMENT ENTERED INTO ON SEPTEMBER 16, 1998,
BETWEEN WESTERN LEGENDS LC AND THE MAGIC VALLEY GROUND WATER
DISTRICT, NORTH SNAKE GROUND WATER DISTRICT, AMERICAN FALLS-
ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT,
THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRAWNEY BROS.,
FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND
RECORDER ON SEPTEMBER 28, 1998 AS INSTRUMENT NO. 177310;
(2) THE AGREEMENT ENTERED INTO ON APRIL ____, 1999, AMONG BUCKEYE
FARM, INC., WESTERN LEGENDS LC, AND AQUA LIFE, INC., FILED OF
RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND RECORDER ON
APRIL ____, 1999, AS INSTRUMENT NO. ____.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
WATER IS DELIVERED THROUGH CURREN DITCH.

CERTIFICATE OF MAILING

I certify that on April 16, 1999, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

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

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010

☐ Overnight Mail
☐ Regular Mail
☒ Hand-Delivered
☐ Facsimile

James P. Speck
Speck & Aanestad, PA
P.O. Box 987
Ketchum, ID 83340

☐ Overnight Mail
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John K. Simpson
Rosholt Robertson
P.O. Box 2139
Boise, ID 83701-2139

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Jeffrey C. Fereday
Givens Pursley
P.O. Box 2720
Boise, ID 83701-2720

☐ Overnight Mail
☐ Regular Mail
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Josephine P. Beeman
Beeman Hofstetter
P.O. Box 1427
Boise, ID 83701-1427

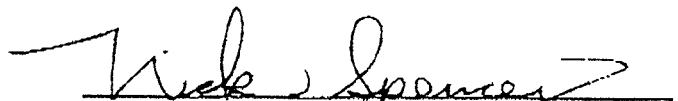
☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Eric J. Wildman
Arkoosh Law
P.O. Box 32
Gooding, ID 83330

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

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☐ Regular Mail
☒ Hand-Delivered
☐ Facsimile


Signature of person or attorney mailing the form

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	)	Subcase No.: 36-00004
	)	
Case No. 39576	)	
	)	AMENDED STANDARD FORM 5
	)	
	)	STIPULATED ELEMENTS OF A
	)	WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

James P. Speck	Western Legends	Date
----------------	-----------------	------

John K. Simpson	Buckeye Farms	Date
-----------------	---------------	------

Jeffrey C. Fereday Cranney Bros.

Jeffrey C. Fereday Cranney Bros.

4/26/99

Date _____

Josephine P. Beeman North Snake Ground
Water District

Date _____

Eric J. Wildman Aqua Life, Inc.

Date _____

Roxanne Brown

IDWR Concurrence

4/23/99

Date

Approved as to form:
Attorney for IDWR

nm: Nick Spencer

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-1-----
RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004

NAME & ADDRESS: WESTERN LEGENDS LC
PO BOX 737
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 15.00 CFS

THE APPROPRIATOR IS ENTITLED TO THE QUANTITY OF WATER DESCRIBED FOR STOCK WATER PURPOSES AT A POINT OF MEASUREMENT WHERE THE DELIVERY DITCH ENTERS THE PLACE OF USE DESCRIBED, SO LONG AS THE QUANTITY DIVERTED AT THE POINT OF DIVERSION DOES NOT CONSTITUTE UNREASONABLE WASTE.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.0 CFS.

PRIORITY DATE: 09/10/1884

POINT OF DIVERSION: T07S R14E S31 NESWNE Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	STOCKWATER	02-15 11-30	15.00 CFS
		01-01 12-31	0.21 CFS

PLACE OF USE:	IRRIGATION	Within GOODING County			
T07S R13E S23		NWNE 4.9	SWNE 29	SENE 8	NENW 3.5
		SENE 5	NESW 5.6	NWSW 32	SWSW 34
		SESE 27	NESE 37	NWSE 20.3	SWSE 3.7
		SESE 24			
	S24	NWSW 5	SWSW 25		
	S26	SWNE 6	NENW 20	NWNW 39	SENE 38
		NESW 39	NWSE 10		

416 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 360.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE IRRIGATION SEASON.

STOCKWATER	Within GOODING County	
T07S R13E S23	NESE	NWSE
S24	NWSW	SWSW

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-2-----
RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004 (CONT)

PLACE OF USE: (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING CONTRACTUAL AGREEMENTS: THE WATER RIGHT AGREEMENT ENTERED INTO ON SEPTEMBER 16, 1998, BETWEEN WESTERN LEGENDS LC AND THE MAGIC VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT, AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRANNEY BROS., FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND RECORDED ON SEPTEMBER 28, 1998 AS INSTRUMENT NO. 177310; THE PROVISIONS OF SUCH AGREEMENT (INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 4.A-4.F, 5, AND 7 THEREOF) TO APPLY FULLY TO THIS WATER RIGHT NOTWITHSTANDING THE FACT THAT THE AGREEMENT MAY CONTAIN REFERENCES TO SOURCE OF WATER FOR THIS RIGHT, ACRES, PRIORITY DATES, OR OTHER MATTERS THAT DIFFER FROM THOSE SPECIFIED HEREIN.

RB
SC7

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

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

WATER IS DELIVERED THROUGH CURREN DITCH.
STOCKWATER, 2,000 RANGE CATTLE

CERTIFICATE OF MAILING

I certify that on April 26, 1999, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

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

☐ Overnight Mail
☐ Regular Mail
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Boise, ID 83720-0010

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Speck & Aanestad, PA
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Josephine P. Beeman
Beeman Hofstetter
P.O. Box 1427
Boise, ID 83701-1427

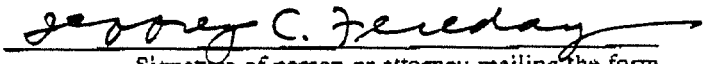
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Eric J. Wildman
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IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

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☐ Hand-Delivered
☐ Facsimile



Signature of person or attorney mailing the form

01/16/1995 08:22 3275480

IDWR

PAGE 08

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

Subcase No.: 36-00004

Case No. 39576

AMENDED STANDARD FORM 5

STIPULATED ELEMENTS OF A
WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

James P. Speck

Western Legends

Date

John K. Simpson

Buckeye Farms

Date

01/16/1995 06:28 3275400

IDWR

PAGE 01

Jeffrey C. Fereday Cranney Bros.

Date

Josephine P. Beeman
Josephine P. Beeman North Snake Ground
Water District

4/26/99

Date

Eric J. Wildman Aqua Life, Inc.

Date

Robert Brown
IDWR Concurrence

4/27/99

Date

Approved as to form:
Attorney for IDWR

Nick Spencer

01/16/1995 06:28 3275400

IDWR

PAGE 02

A45856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-1

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004

NAME & ADDRESS: WESTERN LEGENDS LC
PO BOX 737
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 15.00 CFS

THE APPROPRIATOR IS ENTITLED TO THE QUANTITY OF WATER DESCRIBED FOR STOCK WATER PURPOSES AT A POINT OF MEASUREMENT WHERE THE DELIVERY DITCH ENTERS THE PLACE OF USE DESCRIBED, SO LONG AS THE QUANTITY DIVERTED AT THE POINT OF DIVERSION DOES NOT CONSTITUTE UNREASONABLE WASTE.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.0 CFS.

PRIORITY DATE: 09/10/1884

POINT OF DIVERSION: T07S R14E S31

NESWNE

Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE
IRRIGATION
STOCKWATERPERIOD OF USE
02-15 11-30
01-01 12-31QUANTITY
15.00 CFS
0.21 CFS

PLACE OF USE:

IRRIGATION
T07S R13E S23

Within GOODING County

NWNE 4.9	SWNE 29
SENE 5	NESW 3.6
SESW 27	NENE 37
SESE 24	
NWSW 5	SWSW 25
SWNE 6	NENW 20
NESW 39	NWSE 10

SENE 8	NENW 3.5
NWSW 32	SWSW 34
NWSE 20.3	SWSE 3.7
WNW 39	SESW 38

416 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 360.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE IRRIGATION SEASON.

STOCKWATER

T07S R13E S23
S24

Within GOODING County

NENE	NWSE
NWSW	SWSW

01/16/1998 08:28 3215400

IDWR

PAGE 03

AJS556NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-2

RIGHTS FROM:

SOURCE: BILLINGSLEY CREEK

TRIBUTARY: SNAKE RIVER

RIGHT NUMBER:

36-00004 (CONT)

PLACE OF USE: (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING CONTRACTUAL AGREEMENT: THE WATER RIGHT AGREEMENT ENTERED INTO ON SEPTEMBER 16, 1998, BETWEEN WESTERN LEGENDS LC AND THE MAGIC VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT, AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRANNEY BROS., FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND RECORDER ON SEPTEMBER 20, 1998 AS INSTRUMENT NO. 177370; THE PROVISIONS OF SUCH AGREEMENT (INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 4.A-4.F, 5, AND 7 THEREOF) TO APPLY FULLY TO THIS WATER RIGHT NOTWITHSTANDING THE FACT THAT THE AGREEMENT MAY CONTAIN REFERENCES TO SOURCE OF WATER FOR THIS RIGHT, ACRES, PRIORITY DATES, OR OTHER MATTERS THAT DIFFER FROM THOSE SPECIFIED HEREIN.

RA
JPB

EXPLANATORY MATERIAL:

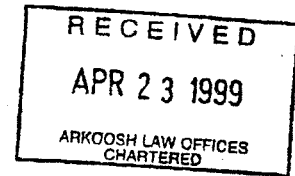
BASIS OF CLAIM - DECREE
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1625, IDAHO CODE.
WATER IS DELIVERED THROUGH CURRAN DITCH.
STOCKWATER, 2,000 RANGE CATTLE

01/16/1995 08:35

3275400

IDWR

PAGE 08



**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

Subcase No.: 36-00004

Case No. 39576

AMENDED STANDARD FORM 5

STIPULATED ELEMENTS OF A WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

James P. Speck

Western Legends

Date _____

John K. Simpson

Buckeye Farms

Date _____

Jeffrey C. Pareday Cranney Bros.DateJosephine P. Beeman North Snake Ground
Water DistrictDateEric J. Wildman Aqua Life, Inc.Date 4/26/99Roxanne Brown
IDWR ConcurrenceDate 4/27/99Approved as to form:
Attorney for IDWRNick Spencer

01/16/1995 08:35

3275400

IDWR

PAGE 10

AJ5856WP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-1

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-00004

NAME & ADDRESS: WESTERN LEGENDS LC
PO BOX 737
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 15.00 CFS

THE APPROPRIATOR IS ENTITLED TO THE QUANTITY OF WATER DESCRIBED FOR STOCK WATER PURPOSES AT A POINT OF MEASUREMENT WHERE THE DELIVERY DITCH ENTERS THE PLACE OF USE DESCRIBED, SO LONG AS THE QUANTITY DIVERTED AT THE POINT OF DIVERSION DOES NOT CONSTITUTE UNREASONABLE WASTE.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.0 CFS.

PRIORITY DATE: 09/10/1884

POINT OF DIVERSION: T07S R14E S31

N2SW4

Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE
IRRIGATION
STOCKWATERPERIOD OF USE
02-15 11-30
01-01 12-31QUANTITY
15.00 CFS
0.21 CFS

PLACE OF USE:

IRRIGATION
T07S R13E S23

Within GOODING County

N2W4 4.9

S2W4 29

S2W4 8

N2W4 3.5

S2W4 5

N2W4 5.6

N2W4 32

S2W4 34

S2W4 27

N2W4 37

N2W4 20.3

S2W4 3.7

S2W4 24

N2W4 5

S2W4 25

N2W4 39

S2W4 38

S2W4 6

N2W4 20

N2W4 39

N2W4 10

416 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 360.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH RIGHT NO. 36-15534 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE IRRIGATION SEASON.

STOCKWATER

T07S R13E S23
S24

Within GOODING County

N2W4

N2W4

N2W4

S2W4

4-26-1999 1:30PM

FROM ARKOOSH LAW OFFICES 208 93 372

P. 11

01/16/1995 08:35

3275400

IDWR

PAGE 11

AJ5856NP

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

DATE: APR-20-1999
PAGE: A-2

RIGHTS FROM:

SOURCE: BILLINGSLEY CREEK

TRIBUTARY: SNAKE RIVER

RIGHT NUMBER:

36-00004 (CONT)

PLACE OF USE: (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO
SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING
CONTRACTUAL AGREEMENTS: THE WATER RIGHT AGREEMENT ENTERED INTO
ON SEPTEMBER 16, 1998, BETWEEN WESTERN LEGENDS LC AND THE MAGIC
VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT,
AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER
DISTRICT, THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRANNEY BROS.,
FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND
RECORDER ON SEPTEMBER 28, 1998 AS INSTRUMENT NO. 177310; THE PROVISIONS
OF SUCH AGREEMENT (INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 4.A-
4.F, 5, AND 7 THEREOF) TO APPLY FULLY TO THIS WATER RIGHT NOTWITH-
STANDING THE FACT THAT THE AGREEMENT MAY CONTAIN REFERENCES TO SOURCE
OF WATER FOR THIS RIGHT, ACRES, PRIORITY DATES, OR OTHER MATTERS
THAT DIFFER FROM THOSE SPECIFIED HEREIN.

EXPLANATORY MATERIAL:

BASIS OF CLAIM - DECREE

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

WATER IS DELIVERED THROUGH CURREN DITCH.
STOCKWATER, 2,000 RANGE CATTLE

CERTIFICATE OF MAILING

I certify that on _____, 199__, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court
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253 Third Avenue North
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Twin Falls, ID 83303-2707

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Speck & Aanestad, PA
P.O. Box 987
Ketchum, ID 83340

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John K. Simpson
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P.O. Box 2139
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Josephine P. Beeman
Beeman Hofstetter
P.O. Box 1427
Boise, ID 83701-1427

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

4-26-1999 1:31PM

OM ARKOOSH LAW OFFICES 208 934 72

P. 13

01/16/1995 08:35 3275400

IDWR

PAGE 13

Eric J. Wildman
Arkoosh Law
P.O. Box 32
Gooding, ID 83330

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Signature of person or attorney mailing the form

EXHIBIT 2

CERTIFICATE OF MAILING

I certify that on April 16, 1999, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court
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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	)	Subcase No.: 36-15534
	)	
Case No. 39576	)	
	)	AMENDED STANDARD FORM 5
	)	
	)	STIPULATED ELEMENTS OF A
	)	WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

James P. Speck Western Legends

Date

John K. Simpson Buckeye Farms

Date

CERTIFICATE OF MAILING

I certify that on April 26, 1999, I caused to be served true and correct copies of IDWR's Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

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

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

James P. Speck
Speck & Aanestad, PA
P.O. Box 987
Ketchum, ID 83340

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

John K. Simpson
Rosholt Robertson
P.O. Box 2139
Boise, ID 83701-2139

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Jeffrey C. Fereday
Givens Pursley
P.O. Box 2720
Boise, ID 83701-2720

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Josephine P. Beeman
Beeman Hofstetter
P.O. Box 1427
Boise, ID 83701-1427

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

Eric J. Wildman
Arkoosh Law
P.O. Box 32
Gooding, ID 83330

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Jeffrey C. Freeday

Signature of person or attorney mailing the form

01/16/1995 08:22 32,0400

IDWR

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**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****Subcase No.: 36-15534****AMENDED STANDARD FORM 5****STIPULATED ELEMENTS OF A
WATER RIGHT**

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James P. SpeckWestern LegendsDateJohn K. SimpsonBuckeye FarmsDate

01/16/1995 08:22 3275400

IDWR

PAGE 03

Jeffrey C. Fereday Cranney Bros.

Date

Josephine P. Beeman
Josephine P. Beeman North Snake Ground
Water District

4/26/99
Date

Eric J. Wildman Aqua Life, Inc.

Date

Robert Brown
IDWR Concurrence

4/23/99
Date

Approved as to form:
Attorney for IDWR

Wick Spencer

01/16/1995 09:22 3215420

IDWR

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AJ5856NP

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

DATE: APR-20-1999
PAGE: A-3

RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 36-15934

NAME & ADDRESS: WESTERN LEGIONER LC
PO BOX 737
HADERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 14.1 CFS

STORAGE CAPACITY 56.0 AF.
USE OF THIS RIGHT WITH RIGHT NO. 36-00004 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 13.0 CFS.

PRIORITY DATE: 02/19/1946

POINT OF DIVERSION: T07S R14E S31 NESWNE Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	02-15	11-30	2.02 CFS
WILDLIFE	01-01	12-31	14.1 CFS
WILDLIFE STORAGE	01-01	12-31	56.0 AF
DIVERSION TO STORAGE	01-01	12-31	14.1 CFS

PLACE OF USE:	IRRIGATION	Within GOODING County	WILDLIFE	Within GOODING County	WILDLIFE STORAGE	Within GOODING County
T07S R13E S23	NESW 5	NWSW 32	SWSW 34	SESW 27		
S26	SWSW 6	NENW 20	NWNW 39	SESW 38		
	NESW 39	NWSE 10				
250 ACRES TOTAL						

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 56.0 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH RIGHT NO. 36-00004 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 416.0 ACRES IN A SINGLE
IRRIGATION SEASON.

RA
JPB

WILDLIFE	Within GOODING County
T07S R13W S23	SWSW
S26	SESW
WILDLIFE STORAGE	Within GOODING County
T07S R13E S23	SWSW
S26	SESW

01/16/1995 08:22 320400

IDWR

PAGE 05

A15056NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-20-1999
PAGE: A-4

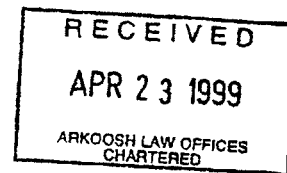
RIGHTS FROM: SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER
RIGHT NUMBER: 36-19534 (CONT)

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS ALSO
SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING
CONTRACTUAL AGREEMENTS: THE WATER RIGHT AGREEMENT ENTERED INTO
ON SEPTEMBER 16, 1998, BETWEEN WESTERN LEGENDS LC AND THE MAGIC
VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT,
AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER
DISTRICT, THE IDAHO GROUND WATER APPROPRIATORS, INC., AND CRANNEY GROS.,
FILED OF RECORD IN THE OFFICE OF THE GOODING COUNTY CLERK AND
RECORDED ON SEPTEMBER 28, 1998 AS INSTRUMENT NO. 177310; THE PROVISIONS
OF SUCH AGREEMENT (INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 4.A-
4.F, 5, AND 7 THEREOF) TO APPLY FULLY TO THIS WATER RIGHT NOTWITH-
STANDING THE FACT THAT THE AGREEMENT MAY CONTAIN REFERENCES TO SOURCE
OF WATER FOR THIS RIGHT, ACRES, PRIORITY DATES, OR OTHER MATTERS
THAT DIFFER FROM THOSE SPECIFIED HEREIN.

RB
JPB

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
WATER IS DELIVERED THROUGH CURREN DITCH.



**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
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In Re SRBA

Subcase No.: 36-15534

Case No. 39576

AMENDED STANDARD FORM 5

**STIPULATED ELEMENTS OF A
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James P. Speck

Western Legends

Date

John K. Simpson

Buckeye Farms

Date

Signature of person or attorney mailing the form

Eric J. Wildman
Arkooosh Law
P.O. Box 32
Gooding, ID 83330

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Arkooosh Law
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