

02/09/2006

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

RIGHT NUMBER: 22-13329

NAME AND ADDRESS: K L B INC
DBA BROWN CO
PO BOX 579
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 10.000 CFS

The rights listed below are limited to a total combined diversion rate of 13.40 cfs and to a total combined annual diversion volume of 8715.1 AF. Combined Right Nos.: 22-7196, 22-7256, 22-13329.

PRIORITY DATE: 04/01/1986

POINT OF DIVERSION:

T06N R40E S16 NESWSE Injection Within MADISON County

T06N R40E S16 NESWSE Within MADISON County

T07N R44E S29 SENWNE Rediversion Within TETON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USEPERIOD OF USEQUANTITY

IRRIGATION

04/01 10/31

10.000 CFS

PLACE OF USE:

IRRIGATION Within TETON County

T07N R43E S10	SESE	11.00	T07N R43E S11	NWSW	2.50
T07N R43E S11	SWSW	38.00	T07N R43E S11	SESW	10.00
T07N R43E S13	NWNW	1.60	T07N R43E S13	SWNW	14.00
T07N R43E S13	SWNW	18.00	T07N R43E S13	NESW	4.80
T07N R43E S13	NWSW	40.00	T07N R43E S13	SWSW	35.00
T07N R43E S13	SESW	5.70	T07N R43E S14	SWNE	12.00
T07N R43E S14	SWNE	11.00	T07N R43E S14	SENE	21.00
T07N R43E S14	SENE	12.00	T07N R43E S14	NENW	6.70
T07N R43E S14	NWNW	40.00	T07N R43E S14	SWNW	36.00
T07N R43E S14	SENW	9.60	T07N R43E S14	SENW	20.00
T07N R43E S14	NESW	39.00	T07N R43E S14	NWSW	36.00
T07N R43E S14	SWSW	40.00	T07N R43E S14	SESW	40.00
T07N R43E S14	NESE	40.00	T07N R43E S14	NWSE	37.00
T07N R43E S14	SWSE	40.00	T07N R43E S14	SESE	39.00
T07N R43E S15	NENE	14.00	T07N R43E S15	SENE	13.00
T07N R43E S15	NESE	13.00	T07N R43E S15	SESE	13.00
T07N R43E S22	NENE	13.00	T07N R43E S22	SENE	13.00
T07N R43E S22	NESE	13.00	T07N R43E S22	SESE	13.00
T07N R43E S23	NENE	40.00	T07N R43E S23	NWNE	39.00
T07N R43E S23	SWNE	33.00	T07N R43E S23	SENE	30.00
T07N R43E S23	NENW	40.00	T07N R43E S23	NWNW	40.00
T07N R43E S23	SWNW	40.00	T07N R43E S23	SENW	40.00

PROFILED

SCANNED
JUN 29 2006

02/09/2006

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

T07N R43E S23	NESW	40.00	T07N R43E S23	NWSW	40.00
T07N R43E S23	SWSW	40.00	T07N R43E S23	SESW	40.00
T07N R43E S23	NESE	40.00	T07N R43E S23	NWSE	40.00
T07N R43E S23	SWSE	40.00	T07N R43E S23	SESE	40.00
T07N R43E S24	SWNE	8.70	T07N R43E S24	SENE	24.00
T07N R43E S24	NENW	21.00	T07N R43E S24	NWNW	38.00
T07N R43E S24	SWNW	39.00	T07N R43E S24	SENW	37.00
T07N R43E S24	NESW	40.00	T07N R43E S24	NWSW	32.00
T07N R43E S24	SWSW	35.00	T07N R43E S24	SESW	40.00
T07N R43E S24	NESE	28.00	T07N R43E S24	NWSE	35.00
T07N R43E S24	SWSE	40.00	T07N R43E S24	SESE	27.00
T07N R43E S25	NENE	30.00	T07N R43E S25	NWNE	40.00
T07N R43E S25	SWNE	40.00	T07N R43E S25	SENE	29.00
T07N R43E S25	NENW	40.00	T07N R43E S25	NWNW	38.00
T07N R43E S25	SWNW	40.00	T07N R43E S25	SENW	40.00
T07N R43E S25	NESE	35.00	T07N R43E S25	NWSE	40.00
T07N R43E S25	SWSE	39.00	T07N R43E S25	SESE	38.00
T07N R43E S36	NENE	33.00	T07N R43E S36	NWNE	40.00
T07N R44E S19 Lot 2	SWNW	9.40	T07N R44E S19	NESW	14.00
T07N R44E S19 Lot 3	NWSW	37.00	T07N R44E S19 Lot 4	SWSW	38.00
T07N R44E S19	SESW	40.00	T07N R44E S19	NESE	16.00
T07N R44E S19	NWSE	11.00	T07N R44E S19	SWSE	40.00
T07N R44E S19	SESE	40.00	T07N R44E S20	SWNW	10.00
T07N R44E S20	SENW	9.10	T07N R44E S20	NESW	27.00
T07N R44E S20	NWSW	30.00	T07N R44E S20	SWSW	34.00
T07N R44E S20	SESW	37.00	T07N R44E S20	NWSE	0.50
T07N R44E S20	SWSE	4.70	T07N R44E S29	SWNE	13.00
T07N R44E S29	SENE	0.30	T07N R44E S29	NENW	38.00
T07N R44E S29	NWNW	38.00	T07N R44E S29	SWNW	37.00
T07N R44E S29	SENW	40.00	T07N R44E S29	NESW	15.00
T07N R44E S29	NWSW	13.00	T07N R44E S29	NESE	1.70
T07N R44E S29	NWSE	15.00			

2962.3 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 2962.3 acres in a single irrigation season. Combined Right Nos.: 22-7196, 22-7256, 22-13329.

02/09/2006

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

This right is subject to regulation by the watermaster of Water District 01.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 22-7256
PURSUANT TO SECTION 42-1426, IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is for an enlargement of 1843.3 acres within the place of use described for this right.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

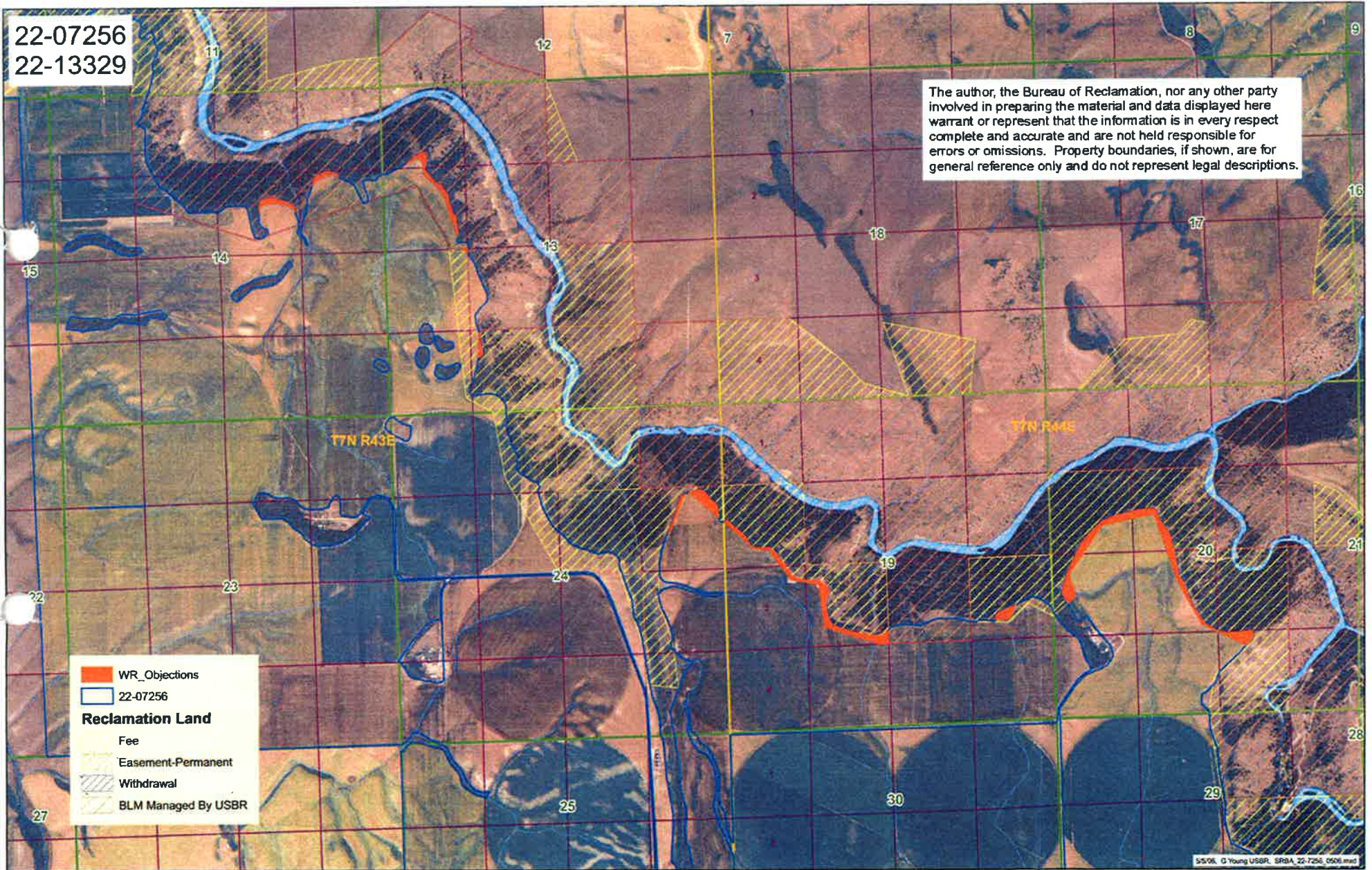
JUN 29 2006

SCANNED

PROFILED

22-07256
22-13329

The author, the Bureau of Reclamation, nor any other party involved in preparing the material and data displayed here warrant or represent that the information is in every respect complete and accurate and are not held responsible for errors or omissions. Property boundaries, if shown, are for general reference only and do not represent legal descriptions.



Attachment 1 - 22-13329

POU's on BOR

-Irrigation of Federal Public land is not authorized on the list below.

MIXED OWNERSHIP

-Clarify the POUs such that it is clear that only private land and Federal leased land is intended.

UNAUTHORIZED POUs ON BOR LAND:

Legal Description		BOR acres	Mixed Ownership
T07N R43E S13	NWSW	0.1 Acre	Yes
	SESW	0.4 Acre	Yes
T07N R43E S24	SENE	2.4 Acres	Yes
T07N R44E S19	Lot 2 SWNW	1.4 Acres	Yes
	NESW	4.1 Acres	Yes
	NESE	1.0 Acre	Yes
	Lot 3 NWSW	0.6 Acre	Yes
T07N R44E S20	SWNW	2.6 Acres	Yes
	SENW	2.6 Acres	Yes
	NESW	2.0 Acres	Yes
	NWSW	2.0 Acres	Yes
	NWSE	40 Acres	No
	SWSE	1.6 Acres	Yes

11/28/2005

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-13329

K L B INC
DBA BROWN CO
PO BOX 579

REXBURG ID 83440

Telephone Number: (208)359-2605

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): Priority date should be 4-1-1986.
*Claim 1984
Changed per this request.*
The original notice of claim dated 10-28-2004 showed a total of 3102 acres. The proposed recommendation shows a reduced total of 1236 acres. Descriptions not complete on section 14.

2. Describe the changes you wish to make in the proposed recommendation:
Include all the acres in the original notice of claim.

3. Give a brief explanation as to why you disagree with these portions:
The reduced total of 1236 acres was based on irrigation evidence from arial photos. The photos appear to have been taken during grain harvest showing no irrigation evidence on all grainland. (continued below)

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 1-13-2006

SIGNATURE:

John M. Brown

Please print your name:

John M. Brown

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

Our ASC/FSA (USDA) file includes arial photos from the same years showing the grain acres as irrigated evidenced by markings and entries made by USDA employees from crop reports.

2/6/06
*Per AC BASCO on FSA crop reports from 1986, 87 & 88
Showing 2962³ ac under irrig.*



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

KLB chains
ROND EDWR
6/08/05
ABR

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION SALES SLIP		Date <u>4-10-03</u>	Office <u>Bundy, Col</u> 099622
Sold to:	John Brown 170 Box 579 Rexburg, ID 83340	Quantity	Unit Price
Items Sold:	Ag Lease 870-1183-8350-200-5000		3159 ⁰⁸
	Admin fee 1510 7310-1400000		200 ⁰⁰
Received <u>Check</u> in the sum of \$ <u>3359⁰⁸</u>		Total <u>3359⁰⁸</u>	
BUYER'S COPY		<u>Laura F Crandall</u> Signature <u>Collections Officer</u> Title	

Checks must be made payable to Bureau of Reclamation

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT – IDAHO

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this 1st day of MARCH, 2003, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and **John Brown**, PO Box 69, Tetonia, Idaho 83452, hereinafter styled the Lessee.

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

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

Township 7 North, Range 43 East, Boise Meridian

Section 10	Parcel No. TD-34 T-1	(6.0 acres – dry land)
Section 11	Parcel No. TD-34 T-3	(16.2 acres – dry land)
Section 13	Parcel No. TD-34 T-4	(13.6 acres – dry land)
Section 13	* Parcel No. TD-13 T-25	(18.0 acres – dry land)
Section 14	* Parcel No. TD-13 T-20	(38.0 acres – dry land)
Section 24	Parcel No. TD-34 T-5	(18.0 acres – irrigated)

Township 7 North, Range 44 East, Boise Meridian

Section 19	* Parcel No. TD-34 T-6	(2.9 acres – irrigated)
Section 19	Parcel No. TD-13 T-28	(9.0 acres – irrigated)

* Parcels under Cooperative Agreement No. 2-07-10-LO504, dated December 4, 1981
(see attached map – 121.7 acres – 91.8 irrigated and 29.9 non-irrigated agricultural)

TETON DIVISION

containing 121.7 acres (**irrigated and dry land**), more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

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

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

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

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

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

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

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

(g) The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

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

(i) There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

5. Term of lease – The lease of the premises described shall be for the period from March 1, 2003, to February 28, 2004, inclusive, unless sooner terminated as hereinafter provided.

6. Extension of lease term – The Lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 2008, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

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

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

7. Rental charges – The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$3,359.08 (lease amount for '2003 season plus \$200.00 administrative fee) on the date hereof for the period ending February 28, 2004, and the sum of \$3,159.08 on account of each extension of this lease.

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

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

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

(a) Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

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

(c) No waste shall be committed.

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

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also to remove or to permit the removal of the same from the leased premises.

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

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

mixes and application rates. Subsequent action would be in accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

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

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

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

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

(l) Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

11. Water Rights – The United States does not have a water supply for the agricultural lands covered under this lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

(a) The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this lease, a water supply of any kind, pressure or particular water quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

(b) Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

12. Pest Control

(a) The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

13. Hazardous Materials

(a) The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Lessee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

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

15. Termination of Lease – This lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

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

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

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

(d) After failure of the Lessee to observe any of the conditions of this lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition.

The notices provided by this article will be served by certified mail addressed to the respective post office addresses given in Article 16 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 15 (c) or Article 15 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental will be been made, an appropriate refund or part of the rental for such then current lease or extension will be made.

If this lease is terminated under Article 15 (d), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

16. Notices

(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Area Manager
Snake River Area Office – East
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

(b) Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This

paragraph shall apply where notice is required under this lease, and no specific requirements are set forth. Where this lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

(c) The parties hereby designate the Area Manager and John Brown, as their authorized representatives for this lease. These individuals shall have the authority to take any action allowed or required under this lease, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 15 (a) above.

17. Removal of Structures – Upon the expiration, termination, or revocation of this lease, if all rental charges and damage claims due Reclamation have been paid, the Lessee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Lessee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

18. Officials Not To Benefit – No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

19. Hold Harmless Clause – The Lessee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Lessee's activities under this agreement.

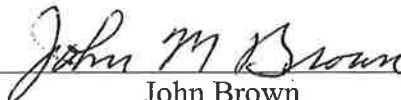
20. Severability – Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

21. Successors in Interest Obligated – The provision of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

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

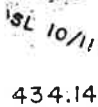
UNITED STATES OF AMERICA

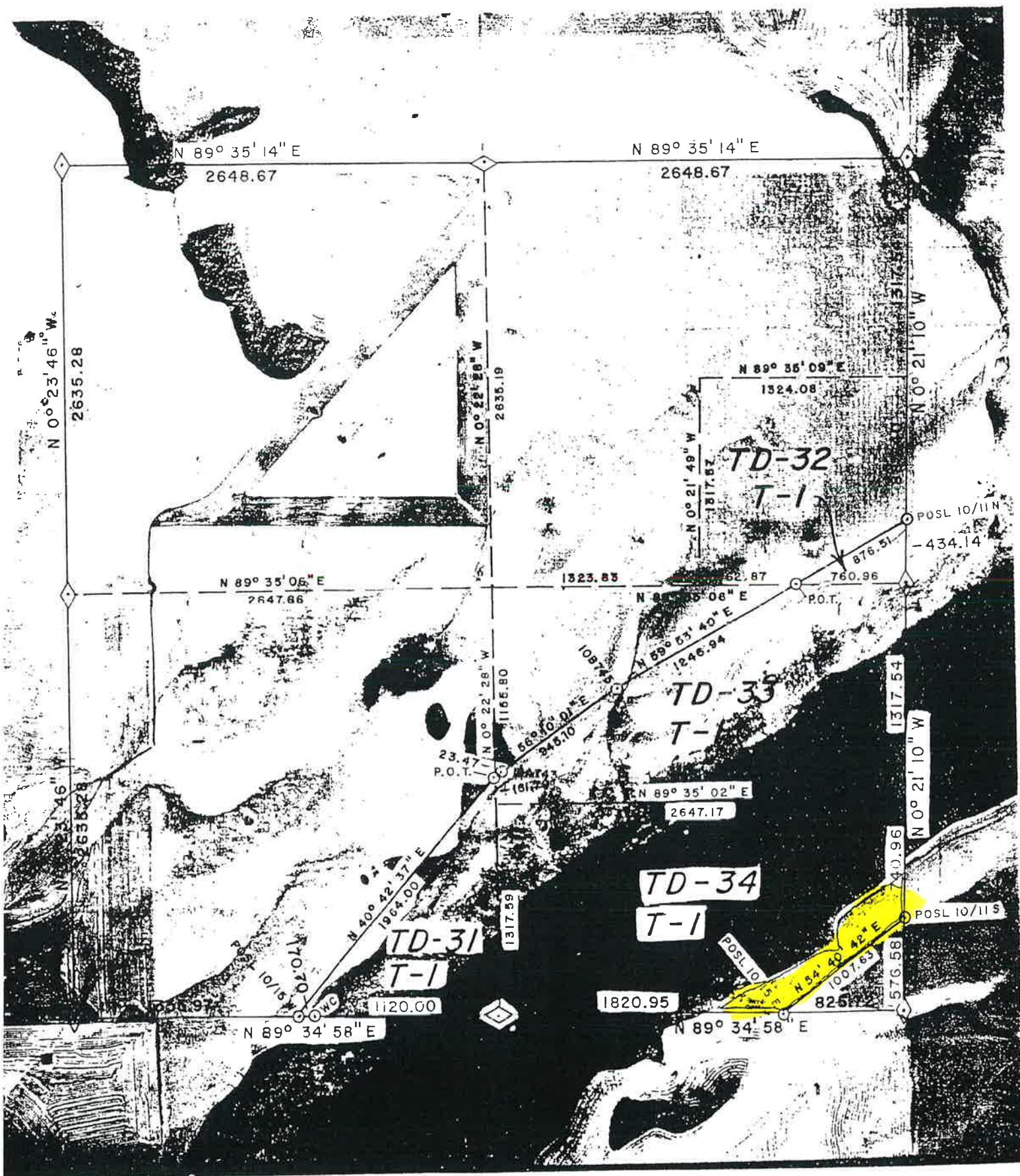
By 
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

LESSEE 
John Brown

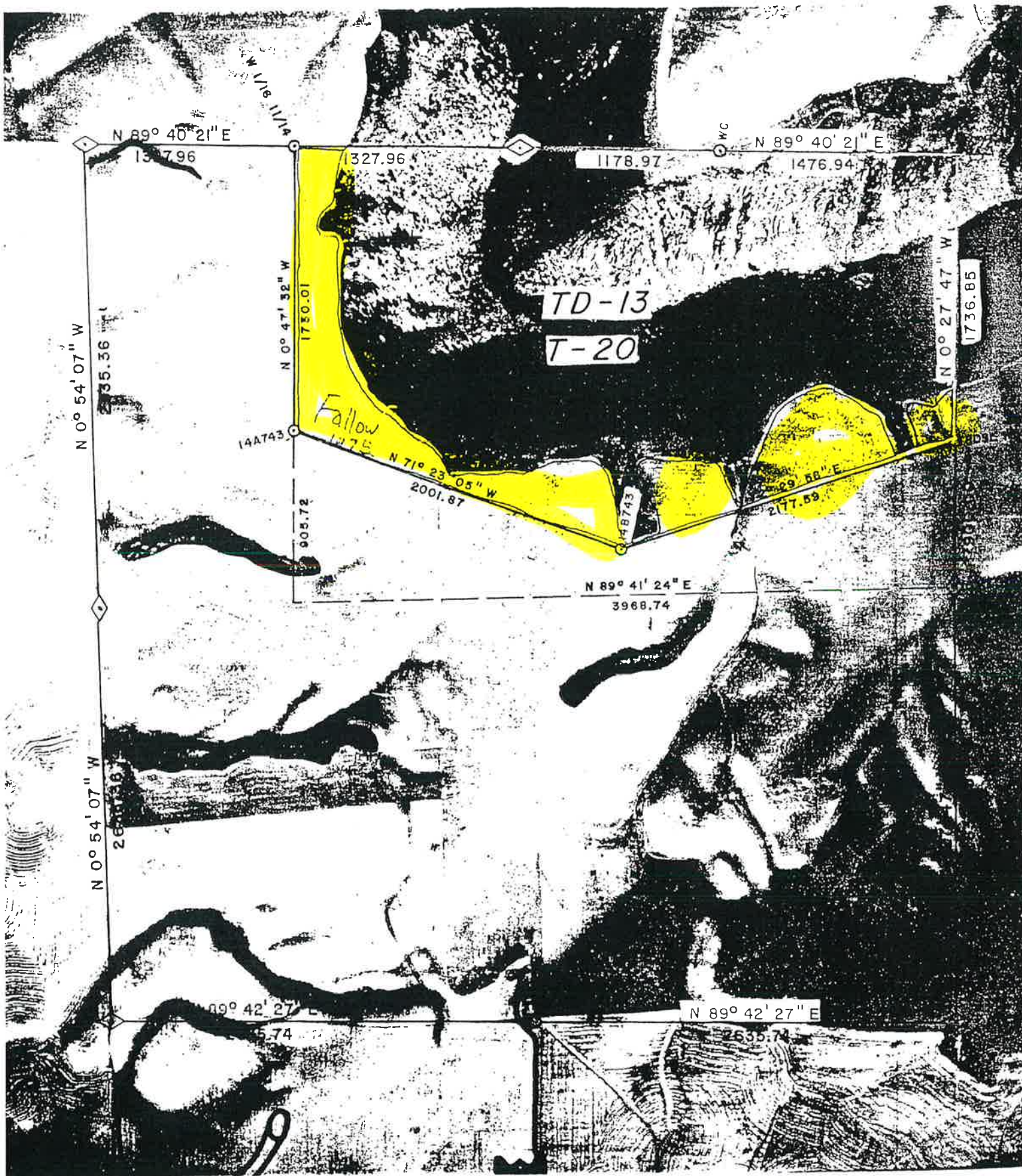
Address P.O. Box 69
Tetonia, Idaho 83452

Phone: (home) 208-456-2629 (cell) 208-390-2591


$$\frac{1}{2}$$

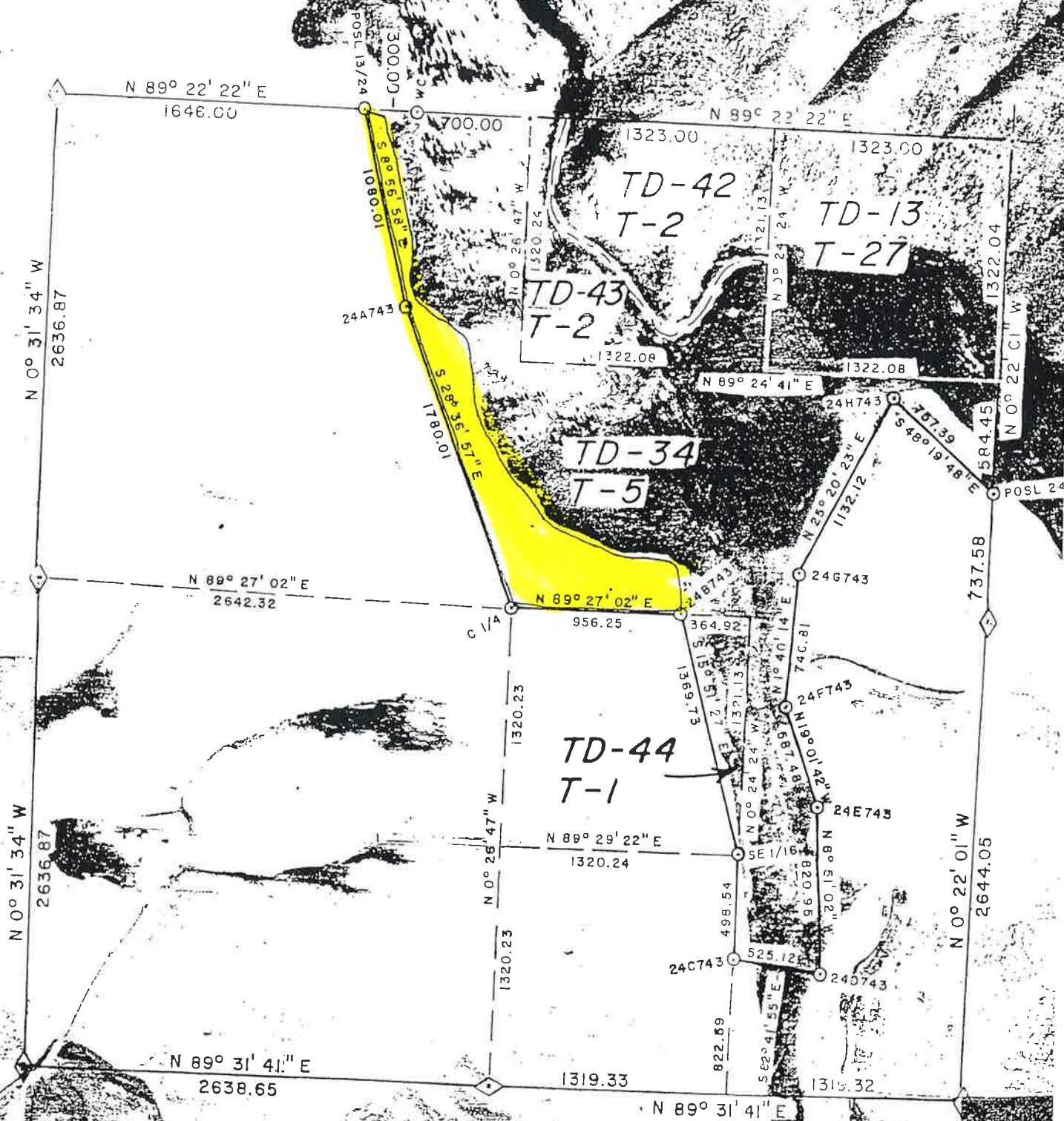


BROWN



SEC 14-7-43

BROWN



SE: 24 7 4.3

REPORT OF ACREAGE

Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

PAGE

OF

1. FARM NO. 4	2. TRACT NO.	3. FARMLAND 3329	CROPLAND 2962.3	4. PROGRAM YR 88	KEY	NAMES OF OTHER PRODUCERS 7	ID NUMBER 8	OTHER FARMS 9
KEY 1	5. OPERATOR NAME AND ADDRESS RAY BROWN AND SONS C/O JOHN BROWN P. O. BOX 69 TETONIA, ID 83452				6. Other Farms			
10. PHOTO NO. - LEGAL DESCRIPTION								

TRACT NO. 11	FIELD NO. 12	CROP OR LAND USE 13	Practice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY								KEY 17	SHARE 18
					BARLY	WHEAT	ACR	CU	DNPC					
9	1	BARLY GRAIN SPRING	IR	I	13.6									DEF
	1A	POTATO	IR	I					134.1					DEF
	1B	BARLY GRAIN SPRING	IR	I	93.3									DEF
	1C	BARLY GRAIN SPRING	IR	I	267.4									DEF
	2	BARLY GRAIN SPRING	IR	I	365.9									DEF
	2A	POTATO	IR	I					14.5					DEF
	3	BARLY GRAIN SPRING	IR	I	5.2									DEF
	4	POTATO	IR	I					132.5					DEF
	4A	BARLY GRAIN SPRING	IR	I	5.0									DEF

19. TOTAL OPERATOR REPORT →

20. TOTAL DETERMINED ACREAGE →

21. OPERATOR'S CERTIFICATION - I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

OPERATOR'S SIGNATURE	DATE	OPERATOR'S SIGNATURE	DATE	OPERATOR'S SIGNATURE	DATE
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1/ IR=Irrigated
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PP=Prevented Planted
A=Abandoned Acreage
INT=Intended Acreage
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ASCS-578
(19-02-86)

USDA - ASCS

Form Approved - OMB No. 0560-0004

REPORT OF ACREAGE

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10. PHOTO NO. - LEGAL DESCRIPTION								

TRACT NO. 11	FIELD NO. 12	CROP OR LAND USE 13	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY							KEY 17	SHARE 18
					BARLY	WHEAT	ACR	CU	ONPC				
9	5	WHEAT GRAIN WINTER	IR	I		89.9							DEF
	5A	POTATO	IR	I					187.0				DEF
	6	POTATO	IR	I					138.5				DEF
	6A	BARLY GRAIN SPRING	IR	I	14.9								DEF
	7	BARLY GRAIN SPRING	IR	I	245.7								DEF
	8	FALLOW	NI	I				17.8					DEF
	8A	BARLY GRAIN SPRING	IR	I	37.9								DEF
	9	WHEAT GRAIN WINTER	IR	I		86.1							DEF
	10	GRASS HAY	IR	I				3.8					DEF

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(10-02-86)

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1. FARM NO.	2. TRACT NO.	3. FARMLAND	CROPLAND	4. PROGRAM YR KEY	NAMES OF OTHER PRODUCERS	ID NUMBER	OTHER FARMS
4		3329	2962.3	98	7	8	9
KEY	5. OPERATOR NAME AND ADDRESS			6. Other Farms			
1	RAY BROWN AND SONS C/O JOHN BROWN P. O. BOX 69 TETONIA, ID 83452						
10. PHOTO NO. - LEGAL DESCRIPTION							

TRACT NO.	FIELD NO.	CROP OR LAND USE	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY								KEY	SHARE
					BARLY	WHEAT	ACR	CU	DNPC					
11	12	13	14	15									17	18
9	11	BARLY GRAIN SPRING	IR	I	4.9									DEF
	12	BARLY GRAIN SPRING	IR	I	32.3									DEF
	13	BARLY GRAIN SPRING	IR	I	19.7									DEF
	14	PTATO	IR	I					123.5					DEF
	15	ACR RESIDUE	NI	I			47.4							DEF
	16	BARLY GRAIN SPRING	IR	I	39.7									DEF
	17	BARLY GRAIN SPRING	IR	I	10.4									DE
	17A	PTATO	IR	I					280.7					DEF
	17B	ACR RESIDUE	NI	I			4.8							DEF

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KEY 1	5. OPERATOR NAME AND ADDRESS RAY BROWN AND SONS C/O JOHN BROWN P. O. BOX 69 TETONIA, ID 83452				6. Other Farms			
10. PHOTO NO. - LEGAL DESCRIPTION								

TRACT NO. 11	FIELD NO. 12	CROP OR LAND USE 13	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY							KEY 17	SHARE 18
					BARLY	WHEAT	ACR	CU	ONPC				
9	18	PTATO	IR	I					25.8				DEF
	19	PTATO	IR	I					11.2				DEF
	20	BARLY GRAIN SPRING	IR	I	307.0								DEF
	21	BARLY GRAIN SPRING	IR	I	23.5								DEF
	22	BARLY GRAIN SPRING	IR	I	26.6								DEF
573	1	ACR RESIDUE	NI	I			68.6						DEF
	2	FALLOW	NI	I				9.1					DEF
588	1	ACR RESIDUE	NI	I			74.0						DEF

19. TOTAL OPERATOR REPORT	1513.0	176.0	194.8	30.7	1047.8							1/ IR=Irrigated NI=NonIrrigated
20. TOTAL DETERMINED ACREAGE												2/I=Initial Crop DC=Double Crop SC=Subsequent Crop
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OPERATOR'S SIGNATURE <i>John M Brown</i>	DATE 6-21-88	OPERATOR'S SIGNATURE	DATE	OPERATOR'S SIGNATURE	DATE	F=Failed Acreage PP=Prevented Planted A=Abandoned Acreage INT=Intended Acreage APPF=After PP or F						

(10-02-86)

REPORT OF ACREAGE

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4				88	7	8	9

KEY

5. OPERATOR NAME AND ADDRESS

6. Other Farms

1

RAY BROWN AND SONS
C/O JOHN BROWN
P. O. BOX 69
TETONIA, ID 83452

1550

10. PHOTO NO. - LEGAL DESCRIPTION

SUMMARY PAGE

TRACT NO.	FIELD NO.	CROP OR LAND USE	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY										KEY	SHARE		
					BARLY	WHEAT	ACR	CU	ONPC									
11	9		IR		1513.0	176.0	.0	3.8	.0						17	18		
			NI		.0	.0	52.2	17.8	1047.8									
573			IR		.0	.0	.0	.0	.0									
			NI		.0	.0	68.6	9.1	.0									
588			IR		.0	.0	.0	.0	.0									
			NI		.0	.0	74.0	.0	.0									
FARM			IR		1513.0	176.0		3.8										
			NI				194.8	26.9	1047.8									
RAY BROWN AND SONS 1550					1.0000	1.0000												
THE PRODUCER SHARES FOR EACH FIELD AND CROP ON THE					ASCS-578 ARE IDENTICAL.													
9					CROPLAND		2810.6	REPORTED CROPLAND	2810.6	DIFFERENCE								
573					CROPLAND		77.7	REPORTED CROPLAND	77.7	DIFFERENCE								
588					CROPLAND		74.0	REPORTED CROPLAND	74.0	DIFFERENCE								
NO OTHER CROPS OR LAND USES PLANTED.																		

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INT=Intended Acreage
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48
5
ACHES
10 SET BASIN

POT.
295.9
280.7

100

100

100

100

100

100

100

100

100

100

100

A-5

153.4

38
PASTURE
IL

49 IR BARLEY

197

323 IR BARLEY

12 IR BARLEY

1255

14 POT

A-10

171.0

A-11

207.1

686

NI

SET

ASIDE

1588

1573

1573

1573

1573

1573

1573

1573

1573

1573

1573

1573

1573

1573

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1573

1573

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1573

1573

1573

1573

NOT TO SCALE

B2

75.0

50.5

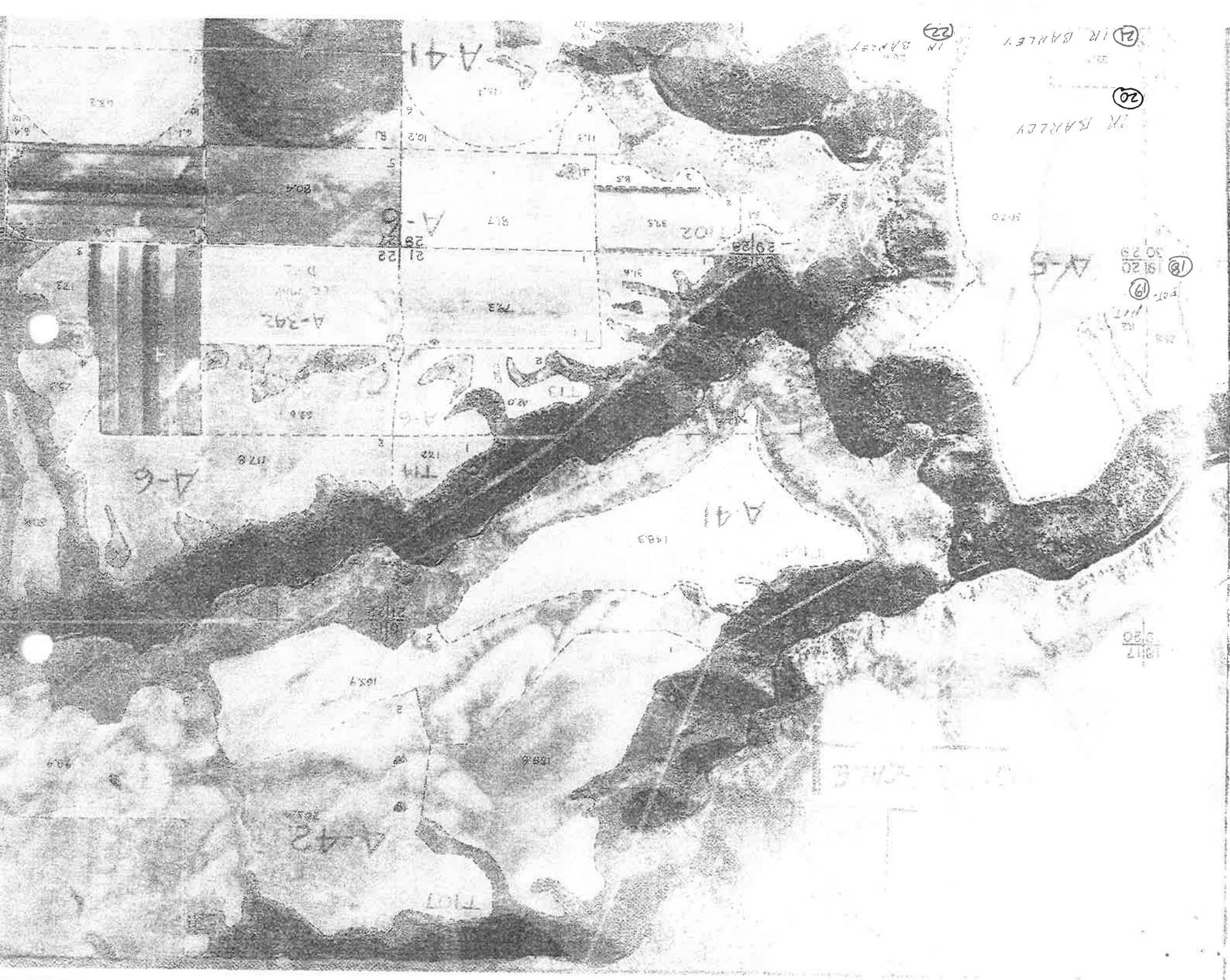
17N

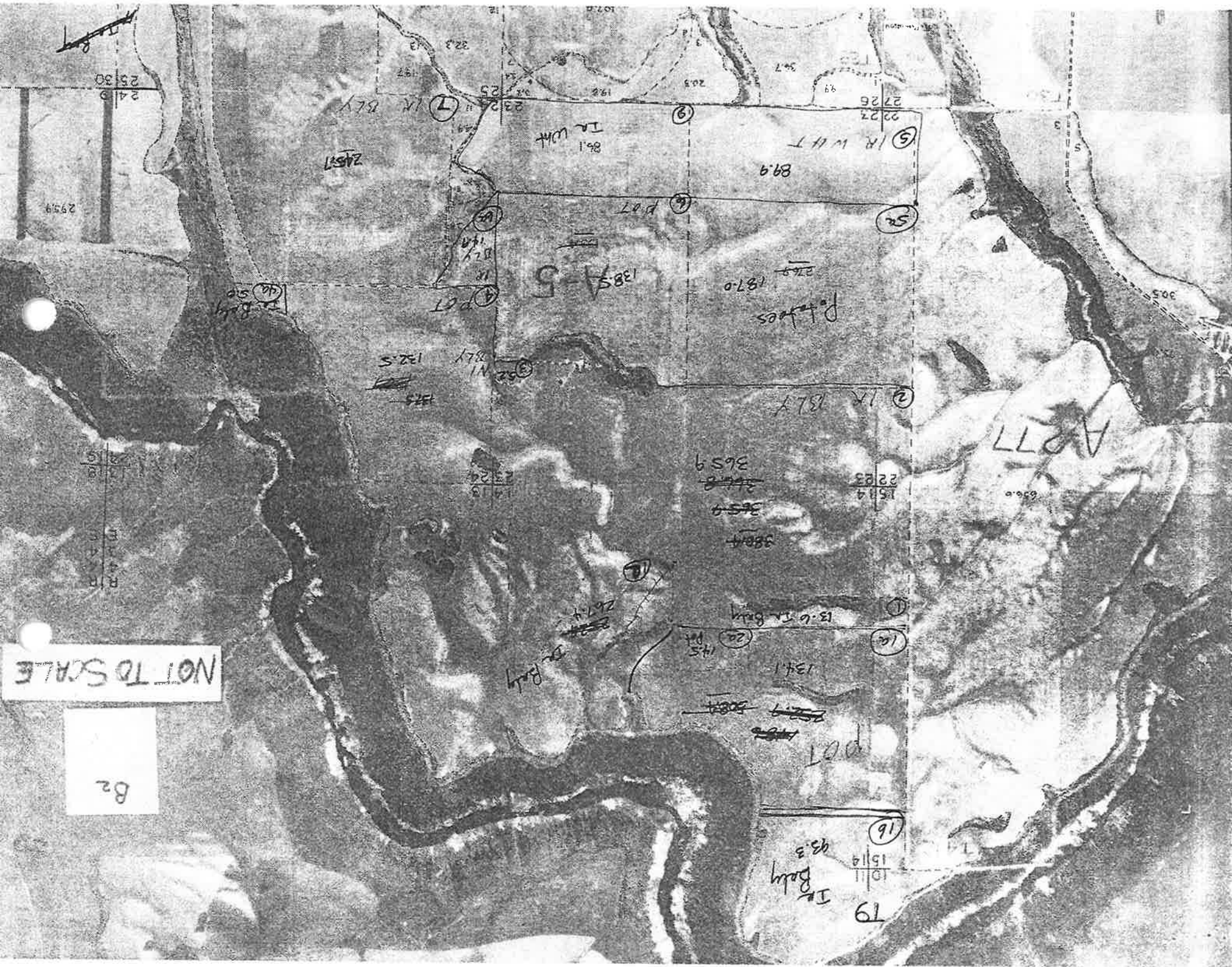
2122

2027

2827

2034





NOT TO SCALE

B₂

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					BARLY	ACR	CU	ONPC						
9	1	BARLY GRAIN S	IR	I	270.3								I	1.0000
	2	BARLY GRAIN S	IR	I	31.5								I	1.0000
	3	ACR COVER CROP	IR	I		102.9							I	1.0000
	4	POTATO	IR	I				340.8					I	1.0000
	5	BARLY GRAIN S	IR	I	84.8								I	1.0000
	6	ACR COVER CROP	IR	I		48.5							I	1.0000
	7	BARLY GRAIN S	IR	I	147.5								I	1.6
	8	BARLY GRAIN S	IR	I	5.2								I	1.0000
	9	BARLY GRAIN S	IR	I	254.0								I	1.0000

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					BARLY	ACR	CU	DNPC						
9	10	BARLY GRAIN S	IR	I	153.4								1	1.0000
	11	POTATO	IR	I				26.1					1	1.0000
	12	GRASS HAY	IR	I			3.8						1	1.0000
	13	POTATO	IR	I				4.9					1	1.0000
	14	ACR COVER CROP	IR	I		19.7							1	1.0000
	15	POTATO	IR	I				32.3					1	1.0000
	16	POTATO	IR	I				245.7					1	1.0000
	17	BARLY GRAIN S	IR	I	123.5								1	1.0000
	18	BARLY GRAIN S	IR	I	39.7								1	1.0000

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					BARLY	ACR	CU	ONFC						
9	19	BARLY GRAIN S	IR	I	47.4								I	1.0000
	20	BARLY GRAIN S	IR	I	55.7								I	1.0000
	21	BARLY GRAIN S	IR	I	295.9								I	1.0000
	22	BARLY GRAIN S	IR	I	25.8								I	1.0000
	23	BARLY GRAIN S	IR	I	11.2								I	1.0000
	24	PTATO	IR	I				307.0					I	1.0000
	25	PTATO	IR	I				19.5					I	1.0000
	26	FALLOW	IR	I			4.0						I	1.0000
	27	PTATO	IR	I				26.6					I	1.0000

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3. Methodology	3
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75. Appendix BJ	75
76. Appendix BK	76
77. Appendix BL	77
78. Appendix BM	78
79. Appendix BN	79
80. Appendix BO	80
81. Appendix BP	81
82. Appendix BQ	82
83. Appendix BR	83
84. Appendix BS	84
85. Appendix BT	85
86. Appendix BU	86
87. Appendix BV	87
88. Appendix BW	88
89. Appendix BX	89
90. Appendix BY	90
91. Appendix BZ	91
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94. Appendix CC	94
95. Appendix CD	95
96. Appendix CE	96
97. Appendix CF	97
98. Appendix CG	98
99. Appendix CH	99
100. Appendix CI	100
101. Appendix CJ	101
102. Appendix CK	102
103. Appendix CL	103
104. Appendix CM	104
105. Appendix CN	105
106. Appendix CO	106
107. Appendix CP	107
108. Appendix CQ	108
109. Appendix CR	109
110. Appendix CS	110
111. Appendix CT	111
112. Appendix CU	112
113. Appendix CV	113
114. Appendix CW	114
115. Appendix CX	115
116. Appendix CY	116
117. Appendix CZ	117
118. Appendix DA	118
119. Appendix DB	119
120. Appendix DC	120
121. Appendix DD	121
122. Appendix DE	122
123. Appendix DF	123
124. Appendix DG	124
125. Appendix DH	125
126. Appendix DI	126
127. Appendix DJ	127
128. Appendix DK	128
129. Appendix DL	129
130. Appendix DM	130
131. Appendix DN	131
132. Appendix DO	132
133. Appendix DP	133
134. Appendix DQ	134
135. Appendix DR	135
136. Appendix DS	136
137. Appendix DT	137
138. Appendix DU	138
139. Appendix DV	139
140. Appendix DW	140
141. Appendix DX	141
142. Appendix DY	142
143. Appendix DZ	143
144. Appendix EA	144
145. Appendix EB	145
146. Appendix EC	146
147. Appendix ED	147
148. Appendix EE	148
149. Appendix EF	149
150. Appendix EG	150
151. Appendix EH	151
152. Appendix EI	152
153. Appendix EJ	153</

OF

1. FARM NO.		2. TRACT NO.		3. FARMLAND		CROPLAND		4. PROGRAM YR		KEY		NAMES OF OTHER PRODUCERS		ID NUMBER		OTHER FARMS	
4				3329		2962.3		87				7		8		9	
KEY		5. OPERATOR NAME AND ADDRESS															
1		RAY BROWN AND SONS P.O. BOX 69 1225 W 1350 N TETONIA, ID 83452															
10. PHOTO NO. - LEGAL DESCRIPTION																	

TRACT NO. 11	FIELD NO. 12	CROP OR LAND USE 13	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY								KEY 17	SHARE 18	
					BARLY	ACR	CU	DNPC							
9	9A	FALOW	NI	I			22.9							1	1.0000
573	1	BARLY GRAIN	IR	I	68.6									1	1.0000
	2	BARLY GRAIN	IR	I	9.1									1	1.0000
588	1	BARLY GRAIN	IR	I	74.0									1	1.0000
		O Planted WHT													
19. TOTAL OPERATOR REPORT					1697.6	171.1	30.7	1062.9							1/ IR=Irrigated NI=NonIrrigated
20. TOTAL DETERMINED ACREAGE															2/ I=Initial Crop DC=Double Crop

1/ IR=Irrigated
NI=NonIrrigated

2/1=Initial Crop
DC=Double Crop
SC=Subsequent
Crop

F=Failed Acreage
PP=Prevented Planted
A=Abandoned Acreage
INT=Intended Acreage
APPF=After PP or F

21. OPERATOR'S CERTIFICATION - I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

OPERATOR'S SIGNATURE

DATE _____

OPERATOR'S SIGNATURE

DATE _____

OPERATOR'S SIGNATURE

DATE _____

6-26-87

REPORT OF ACREAGE

Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data NOTE: will be used to determine eligibility for assistance. Furnishing the data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

PAGE

OF

1. FARM NO.	2. TRACT NO.	3. FARMLAND	CROPLAND	4. PROGRAM YR	KEY	NAMES OF OTHER PRODUCERS	ID NUMBER	OTHER FARMS
				87				
KEY	5. OPERATOR NAME AND ADDRESS			6. Other Farms				
1	RAY BROWN AND SONS P.O. BOX 69 1225 W 1350 N TETONIA, ID 83452			2784				
10. PHOTO NO. - LEGAL DESCRIPTION								
SUMMARY PAGE								

TRACT NO. 11	FIELD NO. 12	CROP OR LAND USE 13	Prac- tice 1/ 14	CROP STATUS 2/ 15	16. CROP OR LAND USE SUMMARY								KEY 17	SHARE 18	
					BARLY	ACR	CU	DNPC							
9			IR		1545.9	171.1	7.8	.0							
			NI		.0	.0	22.9	1062.9							
573			IR		77.7	.0	.0	.0							
			NI		.0	.0	.0	.0							
588			IR		74.0	.0	.0	.0							
			NI		.0	.0	.0	.0							
FARM			IR		1697.6	171.1	7.8	.0							
			NI		.0	.0	22.9	1062.9							
RAY BROWN AND SONS		2784		KEY 1	1.0000										
9					CROPLAND		2810.6	REPORTED CROPLAND	2810.6	DIFFERENCE	0.0				
573					CROPLAND		77.7	REPORTED CROPLAND	77.7	DIFFERENCE	0.0				
588					CROPLAND		74.0	REPORTED CROPLAND	74.0	DIFFERENCE	0.0				

19. TOTAL OPERATOR REPORT

20. TOTAL DETERMINED ACREAGE

21. OPERATOR'S CERTIFICATION - I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

OPERATOR'S SIGNATURE

DATE

OPERATOR'S SIGNATURE

DATE

OPERATOR'S SIGNATURE

DATE

F=Failed Acreage
PP=Prevented Planted
A=Abandoned Acreage
INT=Intended Acreage
APPF=After PP or F

1/ IR=Irrigated
NI=NonIrrigated

2/ I=Initial Crop
DC=Double Crop
SC=Subsequent Crop

B₂

NOT TO SCALE





REPORT OF ACREAGE

USDA-ASCS

NOTE: Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE

OF

KEY	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS			
						KEY	NAME AND ADDRESS	OTHER FARMS	ASSIGNMENT
						A	B	C	D
1	5	Ray Brown & Sons	3329	2962.3	OWNER None	3			
	A	%John Brown	B2, C2	4					
	00	Box 61		5					
		Tetonia, ID 83452		6					
				7					
2					PROGRAM YEAR				
					86				
					OTHER				
					WL 27				

SECTION I - FARM FIELD REPORT (Note: Grey Shaded Area For County Office Use Only) (Section I Continued on Reverse)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY							KEY	SH-ARE	DISPOSITION	GROSS ACRES	DEDUCTIONS		NET ACRES	INIT. R
			IR BRLY	IR ACC	IR ONPC									IDENT./MEAS.	ACRES		
- 1	- 2	- 3	- 4	- 5	- 6	- 7	- 8	- 9	- 10	- 11	- 12	- 13	- 14	- 15	- 16	- 17	- 18
T9	1	IR BRLY-g	508.4													508.4	BK 9-17-8
	2	" " "	380.4													380.4	BK 9-17-8
	3	" " "	5.2													5.2	BK 9-17-8
	4	IR Pot.	137.5													137.5	BK 9-17-8
	5	IR BRLY-g	91.1													91.1	BK 9-17-8
	6	IR Pot	323.7													323.7	BK 9-17-8
	7	IR BRLY-g	245.7													245.7	BK 9-17-8
	8	" " g	18.2													18.2	BK 9-17-8
	8A	Pot-IR	37.5													37.5	BK 9-17-8
13. TOTAL OPERATOR REPORT			1916.7	0	1045.6												
14. TOTAL DETERMINED ACREAGE			1911.9	0	1050.4												
A. OPERATOR'S SIGNATURE			DATE		B. OPERATOR'S SIGNATURE			DATE		C. OPERATOR'S SIGNATURE				DATE			
John M Brown			6-23-86														

REPORT OF ACREAGE

NOTE: Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE

OF

FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	KEY	OTHER INTERESTED PRODUCERS		ASSIGNMENT	
						NAME AND ADDRESS A	OTHER FARMS B	CROP C	JOB D
KEY 1 OPERATOR				OWNER	3				
					4				
					5				
				PROGRAM YEAR	6				
KEY 2 OWNER				OTHER	7				

SECTION I - FARM FIELD REPORT (Note: Grey Shaded Area For County Office Use Only) (Section I Continued on Reverse)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY						KEY	SH-ARE	DISPOSITION	GROSS ACRES	DEDUCTIONS		NET ACRES	INIT. & #		
			IR BRLV	IR ONPC	4								IDENT./MEAS.	ACRES				
1	2	3							5	6	7	8	9	10	11			
	17A	Pot Ir		211.2											212.4	BK 9-17-8		
	18	" "		25.8											25.8	BK 9-17-8		
	19	Ir BRLV - g	11.2												11.2	BK 9-17-8		
	20	" " "	307.0												307.0	BK 9-17-8		
	21	" " "	23.5												23.5	BK 9-17-8		
	22	" " "	26.6												26.6	BK 9-17-8		
573	1	Pot. Ir		68.6											68.6	BK 9-17-8		
588	1	" "		74.0											74.0	BK 9-17-8		
573	2	Ir BRLV - g	9.1												9.1	BK 9-17-8		
13. TOTAL OPERATOR REPORT																		
14. TOTAL DETERMINED ACREAGE																		
A. OPERATOR'S SIGNATURE			DATE		B. OPERATOR'S SIGNATURE			DATE		C. OPERATOR'S SIGNATURE							DATE	

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

10 11
15 14

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NOT TO SCALE

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15 4
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14 13
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A-277

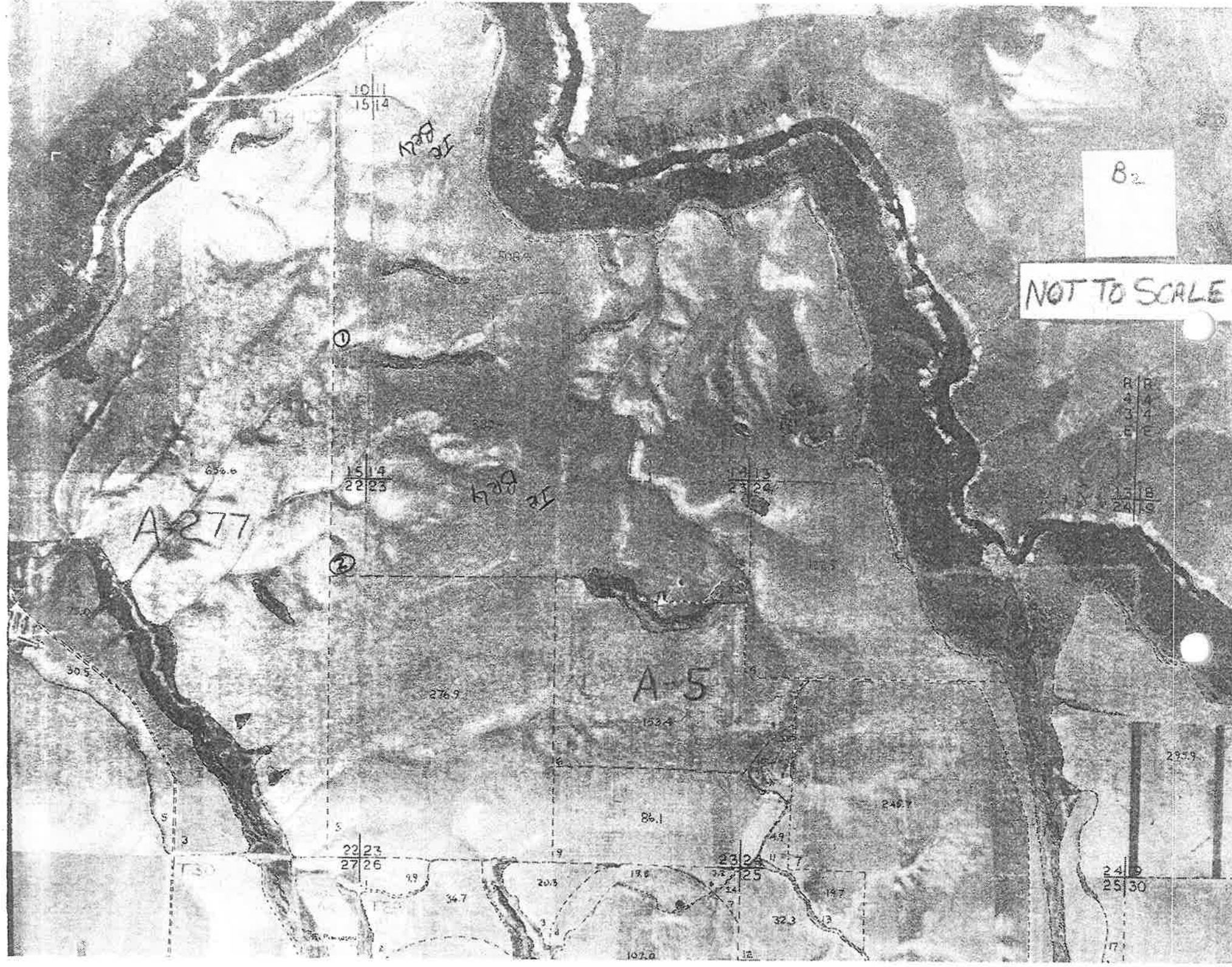
②

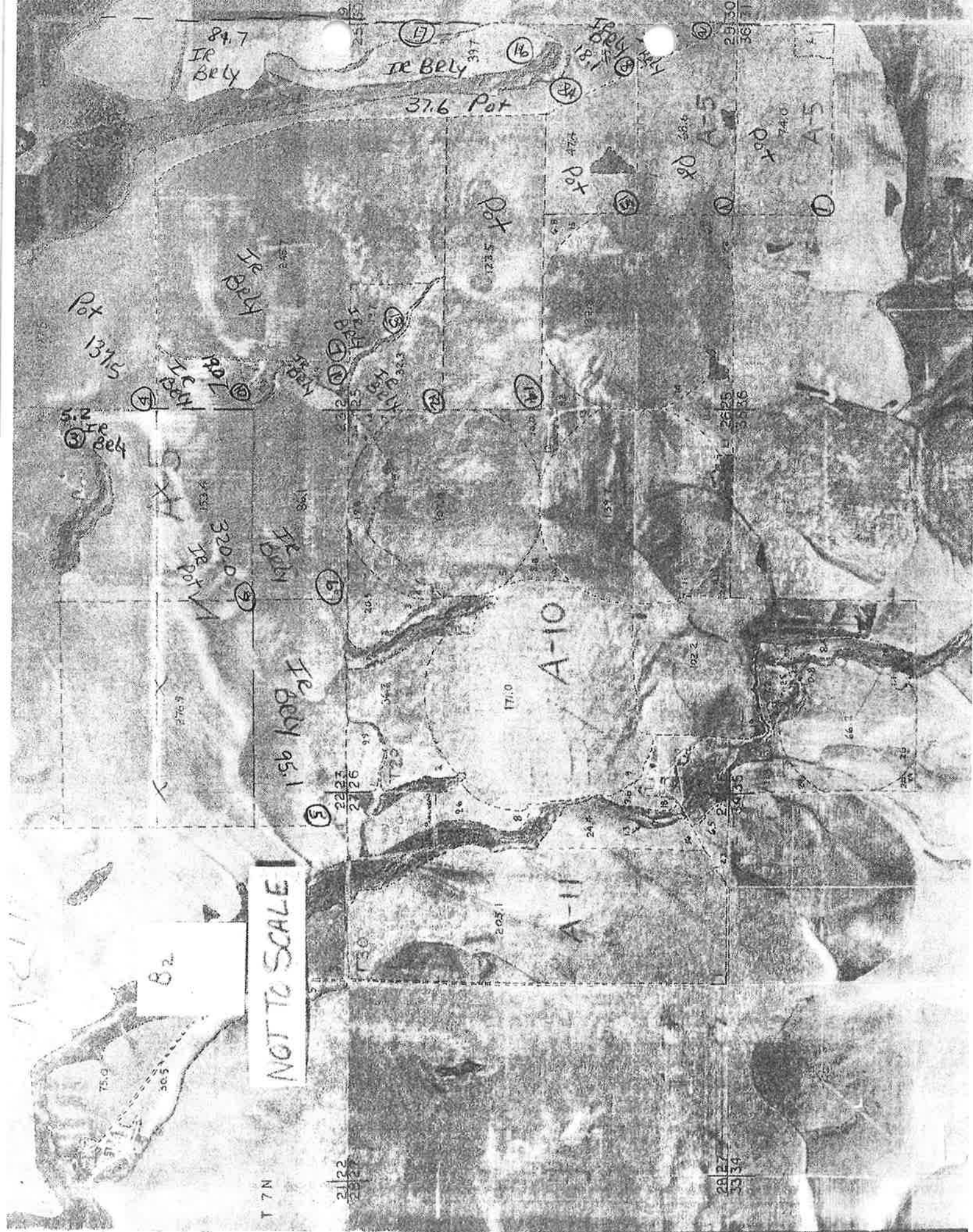
A-5

22 23
27 26

23 24
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25 30





A-41

Px 211.2
174

101
112
101 20
30 29

IR
BAY

IR
BAY

A-25
115.8

22.4

A-41

29 28
32 33

28 27
33 34

C
2

NOT TO SCALE

Ruberry, Allen

From: Favreau, Danielle
Sent: Friday, November 04, 2005 4:11 PM
To: Ruberry, Allen
Subject: RE: Need map

Hello Al,

Your maps are in the mail. 2 copies each of NAPP, NAIP, and DOQQ.

I spoke to Michael about the canyon. The townships look the same way. It is not something that will be revisited any time soon, especially for what you need to do. I guess it will be up to you to decide to use the NAPP or DOQQ. I am sorry that I am not much help here.

I will be around next week but working on a priority project. Please let me know if any request for me are high priority or can wait until Monday 11/14. If you need something right away, please do not hesitate to let me know. I will work it in or find help so that all of our deadlines are met.

Danielle

Danielle Bruno-Favreau
GIS Specialist
Idaho Water Resources Research Institute
Idaho Department of Water Resources
322 East Front St.
PO Box 83720
Boise, ID 83720-0098
Ph. 208-287-4938
Danielle.Favreau@idwr.idaho.gov

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

From: Ruberry, Allen
Sent: Wednesday, November 02, 2005 12:49 PM
To: Favreau, Danielle
Subject: Need map

Yo Danielle, I've been working on claims in 7N 43 and 44E. I need to have some large scale mapping done for them so I can talk to the claimant. I have some serious issues with this mapping as it relates to POU. However, when you make the maps I need them on the 'Green Photo' 04 photos..... MrSid Rexb100_naip2004. Also, please do the same thing for the 92 B/W photos (doqq rex.sid)

If you look at the NAPP photography next to the canyon you will see the mosaic(ing) didn't do a very good job and cannot be used for POU interpretation. But, place the layout themes over the NAPP and look closely at the POU outline, then look at the same POU over the NAIP and/or B/W photos..... this can be a significant difference in acres..... Oh wooooo is me, what shall I do?

Anyway, I've placed the themes in my PCCCommon under KLB1 and KLB2 (probably klb1 and klb2).

Take two atta-girlies outta the petty atta-girlies account and have a nice day.

May 17, 2005

We request ~~of~~ a priority date of April 1, 1986 on water right number 22-13329 based on ASCS (FSA) records and maps.

KLB, Inc.
Dba: BROWN CO.
John M Brown

DDU 7196
7256
CII
1179 AC

5/18/05

For 42-229 IC (1963) A Permit is
Required ON ALL G.W. Appropriations AFTER 1963.

Claims 4/1/1984

22-13329 WUC. AT THIS POINT. BO DISALLOWED.

→ Recommend Only AS to
ENLARGEMENT OF 22-7256.

11/10/05 4pm CALLOO JOHN BROWN AT 456-2629 - Spoke
w/ Reid Ash Son Mother - long WAIT - They Hang
up the phone - CALLOO AGAIN - NO ANSWERS
CALLOO 356-2605 (from 22-13329) - its Disconnected

REPORT OF ACREAGE

USDA-ASCS

NOTE: Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE

OF

KEY	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS		ASSIGNMENT	
						NAME AND ADDRESS	OTHER FARMS	CROP	JOB
1	5	Ray Brown & Sons	3329	2962.3	OWNER				
	A	%John Brown	B2,	C2					
	00	Box 61							
		Tetonia, ID 83452							
2					PROGRAM YEAR				
					86				
					OTHER				
					WL 27				

SECTION I - FARM FIELD REPORT (Note: Grey Shaded Area For County Office Use Only) (Section I Continued on Reverse)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY				KEY	SH-ARE	DISPOSITION	GROSS ACRES	DEDUCTIONS		NET ACRES	INIT. & DATE
			IR BRLY	IR ACC	IR ON, PC						IDENT./MEAS.	ACRES		
	2	3												
			508.4											
T9	1	IR BRly-g	508.4										508.4	BK 9-17-E
			380.4											
	2	" " "	380.4										380.4	BK 9-17-B
			5.2											
	3	" " "	5.2										5.2	BK 9-17-B
			13		137.5									
	4	IR Pot.			137.5								137.5	BK 9-17-B
			95.1											
	5	IR BRly-g	91.1										91.1	BK 9-17-B
					320.0									
	6	IR Pot			323.7								323.7	BK 9-17-E
			245.7											
	7	IR BRly-g	245.7										245.7	BK 9-17-E
			18.1											
	8	" " g	18.2										18.2	BK 9-17-E
					37.6									
	8A	Pot-IR			37.5								37.5	BK 9-17-E
13. TOTAL OPERATOR REPORT			1916.7	0	1045.6									
14. TOTAL DETERMINED ACREAGE			1911.9	0	1050.4									
A. OPERATOR'S SIGNATURE			DATE		B. OPERATOR'S SIGNATURE		DATE		C. OPERATOR'S SIGNATURE			DATE		
John M Brown			6-23-86											

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

REPORT OF ACREAGE

NOTE: Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE

OF

KEY	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS		ASSIGNMENT	
						NAME AND ADDRESS	OTHER FARMS	CROP	JOB
1 OPERATOR					KEY				
					3				
					4				
2 OWNER					5				
					6				
					7				

SECTION I - FARM FIELD REPORT (Note: Grey Shaded Area For County Office Use Only) (Section I Continued on Reverse)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY						KEY	SH-ARE	DISPOSITION	GROSS ACRES	DEDUCTIONS		NET ACRES	INIT. & DATE
			IR BRLY	IR ONPC	4								IDENT./MEAS.	ACRES		
	2	3							5	6	7	8	9	10	11	12
	17A	Pot IR		211.2											212.4	BK 9-17-86
	18	" "		25.8											25.8	BK 9-17-8
	19	IR BRLY - g	11.2												11.2	BK 9-17-8
	20	" " "	307.0												307.0	BK 9-17-8
	21	" " "	23.5												23.5	BK 9-17-8
	22	" " "	26.6												26.6	BK 9-17-8
573	1	Pot. IR		68.6											68.6	BK 9-17-8
588	1	" "		74.0											74.0	BK 9-17-8
573	2	IR BRLY - g	9.1												9.1	BK 9-17-8

13. TOTAL OPERATOR REPORT

14. TOTAL DETERMINED ACREAGE

A. OPERATOR'S SIGNATURE

DATE

B. OPERATOR'S SIGNATURE

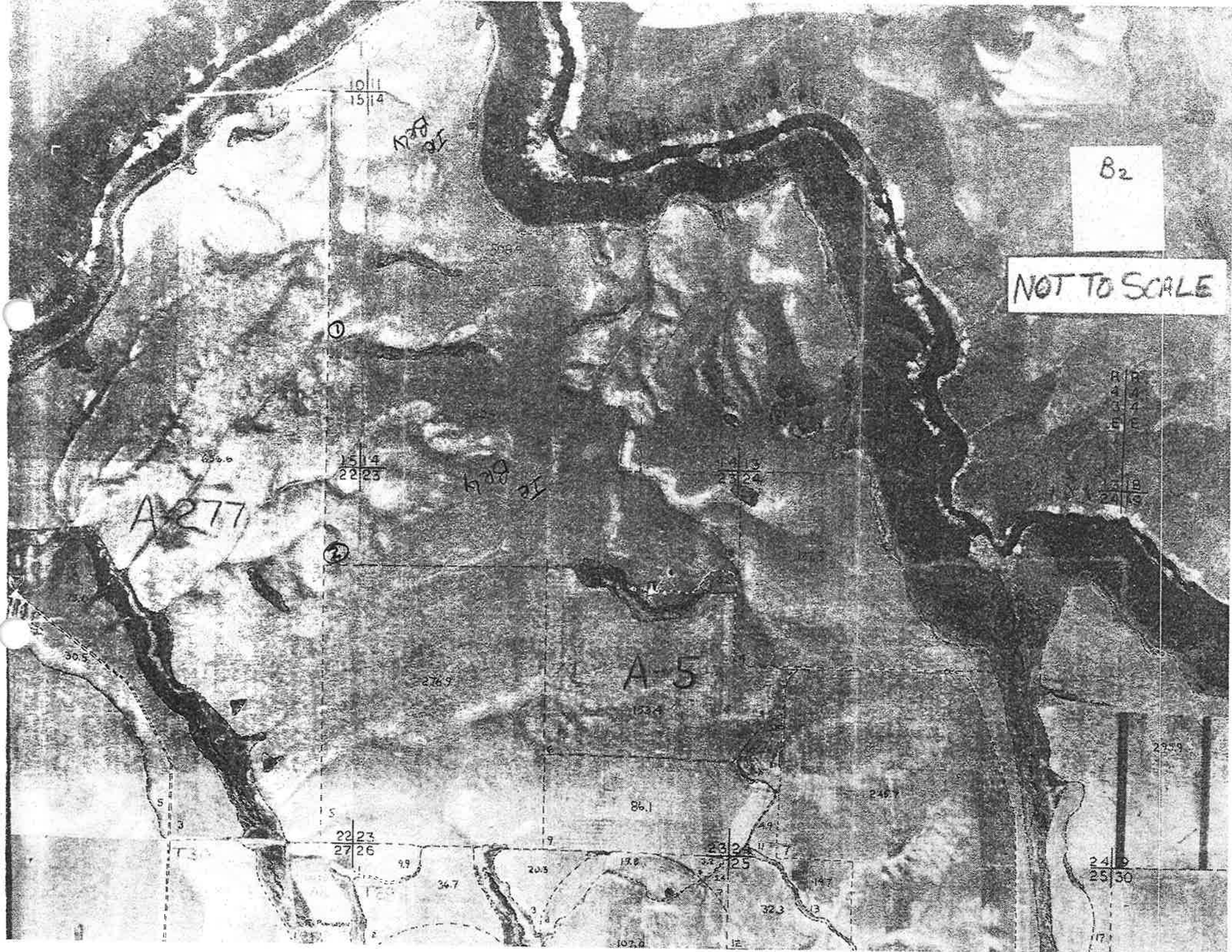
DATE

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

C. OPERATOR'S SIGNATURE

DATE



B2

NOT TO SCALE

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A/D
4/4
3/4
E/C

A/D
24/3

24/3
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10 11
15 14

15 14
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19 13
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22 23
27 26

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h78
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23 24

24 25

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5

9

20.5

19.8

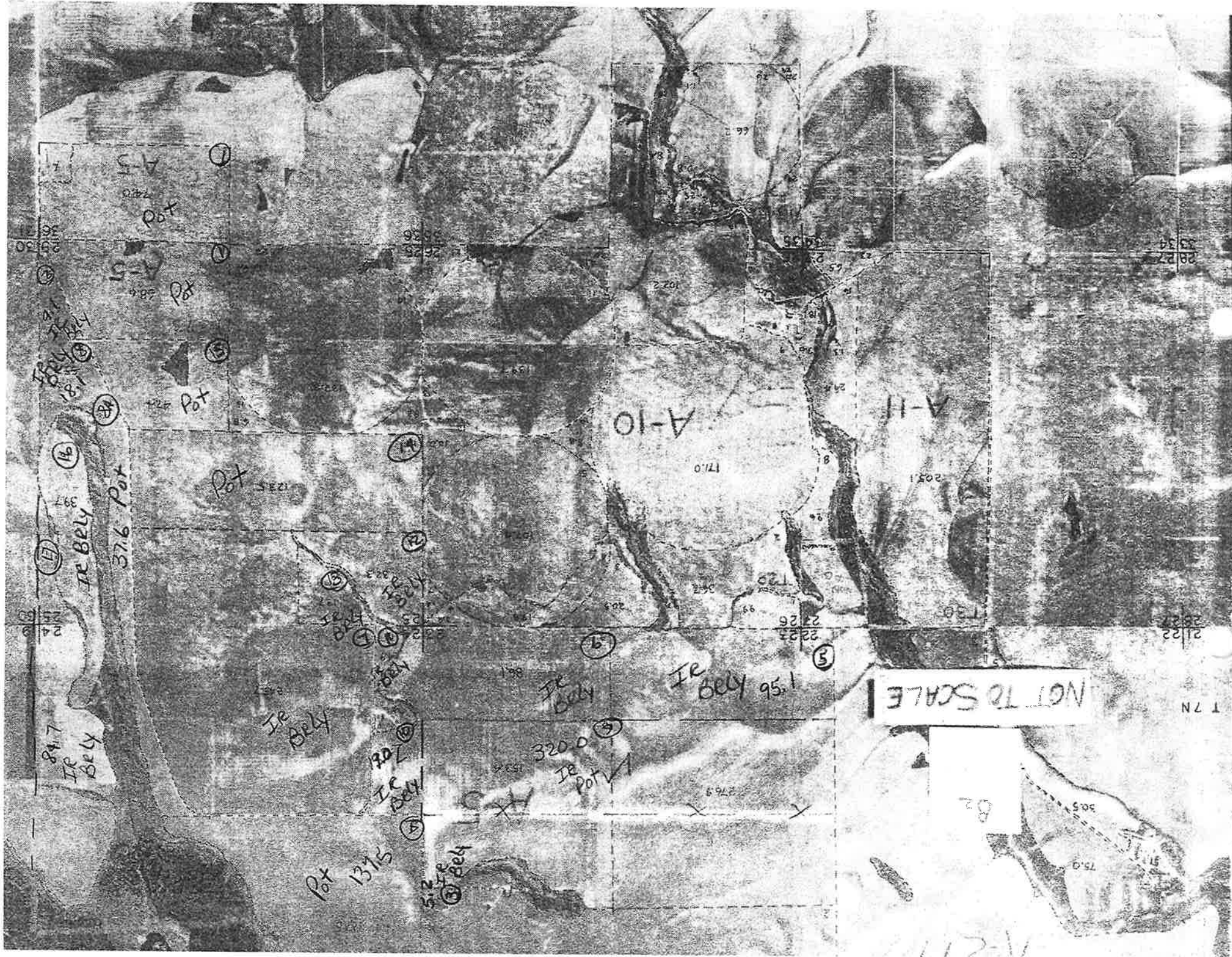
4.9

19.7

32.3

102.0

17.1



NOT TO SCALE

C
2

2827
3334

2928
3233

29
3132

A-25

A-41

IR
Bely

IR
Bely

IR
Bely

74

Pot 211.2

3230
1520

Pot

A-41

REPORT OF ACREAGE

USDA - ASCS

NOTE: Sect. 1374a, 7 U.S.C., authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

FORM APPROVED - UMB NO. 0560-0004

PAGE

OF

KEY	OPERATOR	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS				KEY				
							NAME AND ADDRESS	OTHER FARMS	CROP	ASSIGNMENT					
1	A	500	RAY BROWN AND SONS % JOHN BROWN BOX 61 TETONIA, ID 83452	3329 3370	2964.8 2999	B1/C1/2/ Dzb	OWNER	PROGRAM YEAR 85	OTHER 22	8	3				
											4				
											5				
2	OWNER										6				
											7				

SECTION I - FARM FIELD REPORT (NOTE: Grey Shaded Area to be Filled in by Reporter ONLY.)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY					KEY	SHARE	DISPOSITION	METHOD	GROSS ACRES	DEDUCTIONS		NET ACRES	INITIAL & DATE	
			1 st Brly	N1 Brly	1 st wht	N1 wht	Pot						IDENT./MEAS.	ACRES			
B1-B2	1		42.6														
	2		42.6														
	3		66.2														
41-A	1	N1 Brly, g	42.6													42.6	8-6-8
	2	1 st Brly, g	66.2													66.2	"
	3	1 st Potatoes				318.0										318.0	"
C1	1	1 st Potatoes				318.0											
	2		80.5														
	3	1 st Brly, g	85.8													85.8	"
C2	1		462.9														
	2	N1 Brly, g	457.6													457.6	"
	3		32.2														
559-A	1	1 st Brly, g	32.2													32.2	
	2		63.9														
	3	1 st Brly, g	63.9													63.9	"
4	1		5.2														
	2	1 st Brly, g	5.2													5.2	"
	3		157.2														
C	1	1 st Brly, g	157.2														
	2		1401.5														
	3		1406.3	505.5	0	0	1055.3										
TOTAL OPERATOR REPORT			1401.0	500.2	0	0	1055.3										
TOTAL REPORTER'S REPORT			1401.0	500.2	0	0	1055.3										

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. Further, my signature constitutes authority for ASCS personnel to enter my farm for making any program determinations.

OPERATOR'S SIGNATURE

John M Brown

DATE

6-26-85

OPERATOR'S SIGNATURE

DATE

REPORT OF ACREAGE

USDA - ASCS

NOTE: Sect. 1374a, 7 U.S.C., authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

Form Approved - GMB No. 0560-0004

PAGE

2 OF

KEY	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS			
						NAME AND ADDRESS	OTHER FARMS	CROP	ASSIGNMENT
KEY 1	5	A			OWNER	3			
						4			
						5			
KEY 2					PROGRAM YEAR	6			
						7			

SECTION I - FARM FIELD REPORT (NOTE: Grey Shaded Area to be Filled in by Reporter ONLY.)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY					KEY	SHARE	DISPOSITION	METHOD	GROSS ACRES	DEDUCTIONS		NET ACRES	INITIAL & D.	
			1r Brly	Nl Brly	1r Wht	Nl Wht	Pat.						IDENT./MEAS.	ACRES			
573	9	1r Brly, g	47.2					5	6	7	8	9	10	11	12	47.2	
	K	1r Brly, g	47.2													47.2	
574	10	1r Brly, g	39.7													39.7	
	L	1r Brly, g	39.7													39.7	
575	2	1r Brly, g	9.1													9.1	
	A	1r Brly, g	9.1													9.1	
576	1	1r Brly, g	68.6													68.6	
	B	1r Brly, g	68.6													68.6	
577	1	1r Brly, g	74.0													74.0	
	A	1r Brly, g	74.0													74.0	
578	12	1r Potatoes					307.0									307.0	
	A	1r Potatoes					307.0									307.0	
579	13	1r Potatoes					26.6									26.6	
	B	1r Potatoes					26.6									26.6	
580	12	1r Potatoes					23.5									23.5	
	C	1r Potatoes					23.5									23.5	
581	11	1r Potatoes					11.2									11.2	
	D	1r Potatoes					11.2									11.2	
TOTAL OPERATOR REPORT																	
TOTAL REPORTER'S REPORT																	

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. Further, my signature constitutes authority for ASCS personnel to enter my farm for making any program determinations.

OPERATOR'S SIGNATURE

DATE

OPERATOR'S SIGNATURE

DATE

L-2-B

NOT TO SCALE

E2

434
549-A

③

④

⑦

②
cont'd

⑧
cont'd

A-4
A

307.0
511 A

rotated

2518

2510

2518

⑤
444

⑥
16.1

⑨
25.8
16.1

⑩
25.8
16.1

5

21 NOV 01 1011

11 Brly 42.6 11 Brly 46.2

46.2

P-45

P-40

P-35

B-1

T-7

2012

NOT TO SCALE

4112

11
Br-ly

80.5
(B)

(C)

4620 N 11
Br-ly

(A)

11
Potatoes
318.0

11
Br-ly
32.2
(D)

11
S
(S)

R-43

1-2

12.2
R

C-2

23/24
C-1

236.9
B/L
11
D

63.9
B/L
9
A

30.6
B/L
11
J

157.2
B/L
11
C

A 2703

E 101

250.6
204.6
A-5
5.2
E

86.1
POT
C

49.2
K

118.4
B/L
11

24.9
256.0

B 2077

A 433

23/24
28/27

19.7
B/L
11
E

23

H

123.5
B/L
11
I

A-10
500A

B 1475

Ray Brown

F

47.4
B/L
11
I

55.1
B/L
11
J

B 686

A-34
645-A

1.9
B/L
11
J

68.6
B/L
11
J

B 544

26/25
35/35

A 1210

A-26
556-A

A-5
557-A
B/L
11
A

N 705

C 249

Point to 27/30

from (arrow)

NOT TO SCALE

REPORT OF ACREAGE

USDA - ASCS

NOTE: Sect. 1374a, 7 U.S.C., authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE

OF

KEY	FARM NO.	NAME AND ADDRESS	FARM LAND	CROP LAND	OPERATOR	OTHER INTERESTED PRODUCERS		ASSIGNMENT	
						NAME AND ADDRESS	OTHER FARMS	CROP	JOB
KEY 1	5	Ray Brown	3370	2969	OWNER	3			
	A	Box 61	81/01/02/02b	4					
		Tetonia, Id	5						
KEY 2					PROGRAM YEAR	6			
					OTHER	7			

SECTION I - FARM FIELD REPORT (NOTE: Grey Shaded Area to be Filled in by Reporter ONLY.)

TRACT NO.	FIELD NO.	CROP OR LAND USE	CROP OR LAND USE SUMMARY				KEY	SHARE	DISPOSITION	METHOD	GROSS ACRES	DEDUCTIONS		NET ACRES	INITIAL & DATE
			1 st Brly	N1 Brly	Potato	4						IDENT./MEAS.	ACRES		
D2b			302.0												
4b-A	A	1 st Brly, g. Steptoe	26.6				1	ALL							
	B	1 st Brly, g.	23.5												
	C	1 st Brly, g.			25.8										
	D	Potatoes			11.2										
	D	Potatoes			76.9										
	E	Potatoes			141.2										
	F	Potatoes													
C1				137.1											
641-A	A	N1 Brly, g. cc,		118.3											
	B	N1 Brly, g. cc,													
TOTAL OPERATOR REPORT			1000.1	732.0	1236.1										
TOTAL REPORTER'S REPORT															

SECTION II - OPERATOR'S CERTIFICATION 805.7 533 1158.2

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. Further, my signature constitutes authority for ASCS personnel to enter my farm for making any program determinations.

OPERATOR'S SIGNATURE

Ray M Brown

DATE

6-21-84

OPERATOR'S SIGNATURE

DATE

REPORT OF ACREAGE

USDA-ASCS

NOTE: Sect. 1374a, 7 U.S.C., authorizes collection of the following data. The data will be used to determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

PAGE
2 OF

KEY 1	FARM NO. 5 A	NAME AND ADDRESS Ray Brown & Son	FARM- LAND	CROP- LAND	OPERATOR	KEY	OTHER INTERESTED PRODUCERS		ASSIGNMENT	
					OWNER	3	NAME AND ADDRESS	OTHER FARMS	CROP	JOB
						4				
						5				
KEY 2	OWNER	PROGRAM YEAR	6							
		OTHER	7							

SECTION I - FARM FIELD REPORT (NOTE: Grey Shaded Area to be Filled in by Reporter ONLY.)

TRACT NO. 1	FIELD NO. 2	CROP OR LAND USE 3	CROP OR LAND USE SUMMARY				KEY 5	SHARE 6	DISPOSITION 7	METHOD 8	GROSS ACRES 9	DEDUCTIONS		NET ACRES 12	INITIAL & DATE
			Ir Bry	Ni Bry	Pot	4						IDENT./MEAS. 10	ACRES 11		
559-A	E	Ir. Bry, g. Steptoe	270.3												
	F	Potatoes			36.6										
			18.9												
	F	Ir. Bry, g. S'	32.3												
	G	Ir. Bry, g. "			123.5										
	H	Potatoes			47.4										
45-A	A	Ir. Bry, Steptoe	9.1												
	B	Potatoes			68.6										
557-A	A	Potatoes			79.2										
TOTAL OPERATOR REPORT															
TOTAL REPORTER'S REPORT															

SECTION II - OPERATOR'S CERTIFICATION

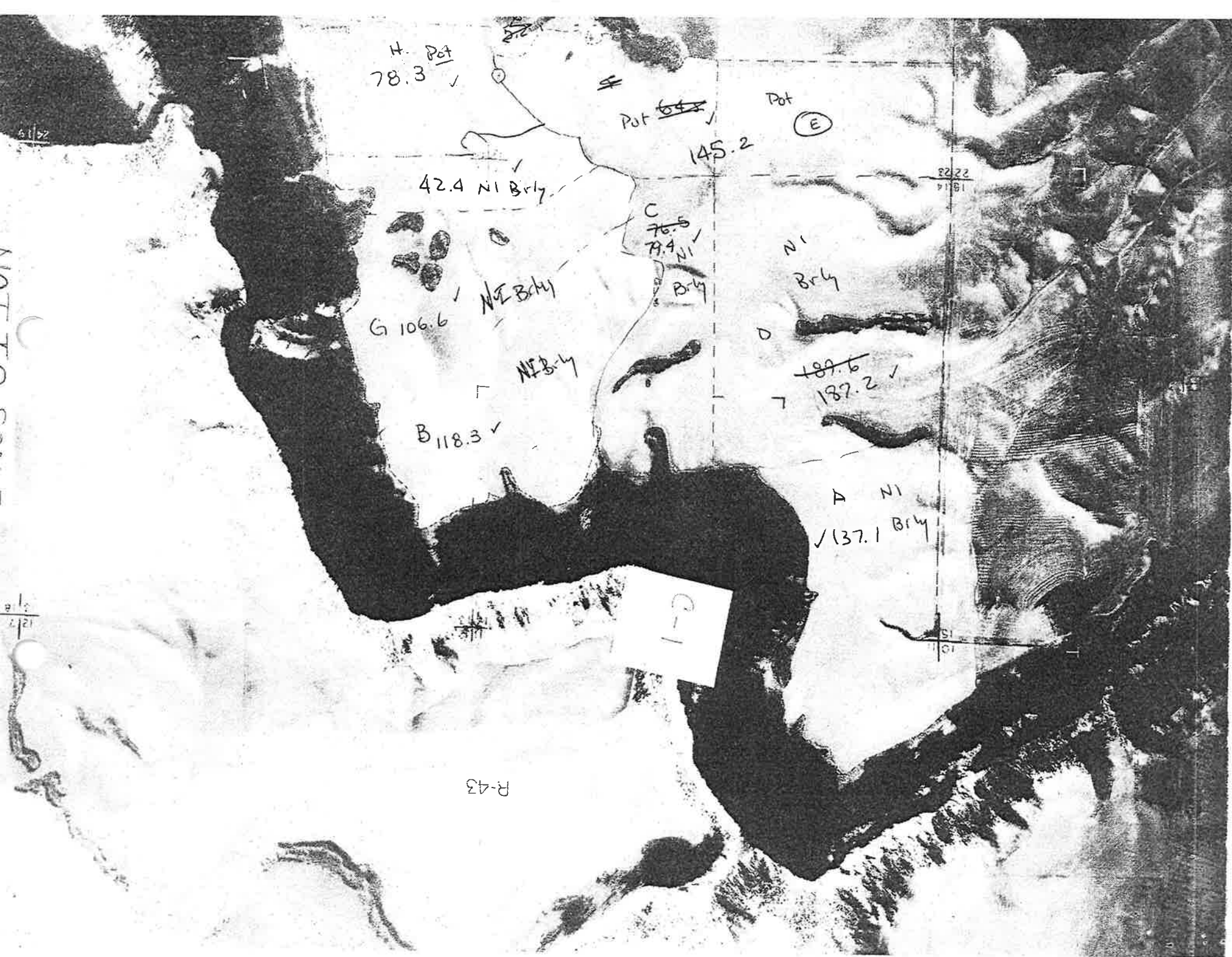
I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. Further, my signature constitutes authority for ASCS personnel to enter my farm for making any program determinations.

OPERATOR'S SIGNATURE

DATE

OPERATOR'S SIGNATURE

DATE



April 21, 2005

K L B INC
DBA BROWN CO
PO BOX 579
REXBURG ID 83440

IMPORTANT NOTICE

PLEASE READ

RE: EVIDENCE OF PRIORITY FOR SRBA WATER RIGHT CLAIM 22-13329

Dear Claimant (s):

The Idaho Department of Water Resources is beginning water rights review in Basin 22, the Teton Valley area. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary proof to support the priority date.**

Your claim, as referenced above, claims a Priority Date of APRIL 1, 1984, from GROUND WATER (well).

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence which are acceptable and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date". **PLEASE READ THE ENCLOSED PAMPHLET.**

50 + 1983 =
2033

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 22-13329
Date Received: 10/28/2004
Receipt No:
Received By: E030381
DC

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

1. Name of Claimant(s)

K L B INC Phone: (208)359-2605

DBA BROWN CO
PO BOX 579
REXBURG ID USA 83440

2. Date of Priority: 04/01/1984

3. Source: GROUND WATER , GROUND WATER , GROUND WATER , GROUND WATER , GROUND WATER
Trib. to: , , , ,

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06N	40E	16	NW SE	MADISON	I
06N	40E	16	NW SE	MADISON	I
07N	44E	29	SE NW NE	TETON R	
06N	40E	16	NW SE	MADISON	
06N	40E	16	NW SE	MADISON	

5. Description of diverting works:

two wells into teton river exchange pump upstream in teton river

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	10	

7. Total Quantity Appropriated is:
10 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	43E	10	SE	SE	IRRIGATION	17
					Section Acres	17
07N	43E	11	NW	SW	IRRIGATION	6
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	6
					Section Acres	52
07N	43E	13	NW	NW	IRRIGATION	5
			SE	NW	IRRIGATION	1
			NE	SW	IRRIGATION	6
			NW	SW	IRRIGATION	40
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	6
			SW	NW	IRRIGATION	36
					Section Acres	134
07N	43E	14	NE	NE	IRRIGATION	4
			SW	NE	IRRIGATION	40
			NW	NW	IRRIGATION	40
			SW	NW	IRRIGATION	40
			SE	NW	IRRIGATION	35
			NE	SW	IRRIGATION	40
			NW	SW	IRRIGATION	40
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	40
			NE	SE	IRRIGATION	40
			NW	SE	IRRIGATION	40
			SW	SE	IRRIGATION	40
			SE	SE	IRRIGATION	40
			SE	NE	IRRIGATION	39
					Section Acres	518
07N	43E	15	NE	NE	IRRIGATION	16
			SE	NE	IRRIGATION	16
			NE	SE	IRRIGATION	16
			SE	SE	IRRIGATION	16
					Section Acres	64
07N	43E	22	NE	NE	IRRIGATION	15
			SE	NE	IRRIGATION	15
			NE	SE	IRRIGATION	14
			SE	SE	IRRIGATION	14
					Section Acres	58
07N	43E	23	NE	NE	IRRIGATION	40
			NW	NE	IRRIGATION	40
			SW	NE	IRRIGATION	40
			SE	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
			NW	NW	IRRIGATION	40

			SW	NW	IRRIGATION	40	
			SE	NW	IRRIGATION	40	
			NE	SW	IRRIGATION	40	
			NW	SW	IRRIGATION	40	
			SW	SW	IRRIGATION	40	
			SE	SW	IRRIGATION	40	
			NE	SE	IRRIGATION	40	
			NW	SE	IRRIGATION	40	
			SW	SE	IRRIGATION	40	
			SE	SE	IRRIGATION	40	
					Section Acres	640	
07N	43E	24	NE	NE	IRRIGATION	1	
			SW	NE	IRRIGATION	14	
			SE	NE	IRRIGATION	25	
			NE	NW	IRRIGATION	25	
			NW	NW	IRRIGATION	40	
			SW	NW	IRRIGATION	40	
			SE	NW	IRRIGATION	40	
			NE	SW	IRRIGATION	40	
			NW	SW	IRRIGATION	38	
			SW	SW	IRRIGATION	38	
			SE	SW	IRRIGATION	40	
			NE	SE	IRRIGATION	28	
			NW	SE	IRRIGATION	36	
			SW	SE	IRRIGATION	40	
			SE	SE	IRRIGATION	28	
					Section Acres	473	
07N	43E	25	NE	NE	IRRIGATION	34	
			NW	NE	IRRIGATION	40	
			SW	NE	IRRIGATION	40	
			SE	NE	IRRIGATION	31	
			NE	NW	IRRIGATION	40	
			NW	NW	IRRIGATION	40	
			SW	NW	IRRIGATION	40	
			SE	NW	IRRIGATION	40	
			NE	SE	IRRIGATION	37	
			NW	SE	IRRIGATION	40	
			SW	SE	IRRIGATION	40	
			SE	SE	IRRIGATION	40	
					Section Acres	462	
07N	43E	36	NE	NE	IRRIGATION	33	
			NW	NE	IRRIGATION	40	
					Section Acres	73	
07N	44E	19	SW	NW	2	IRRIGATION	15
			NE	SW		IRRIGATION	13
			NW	SW	3	IRRIGATION	38
			SW	SW	4	IRRIGATION	38
			SE	SW		IRRIGATION	40
			NE	SE		IRRIGATION	15
			NW	SE		IRRIGATION	13
			SW	SE		IRRIGATION	40
			SE	SE		IRRIGATION	40
						Section Acres	252
07N	44E	20	SW	NW		IRRIGATION	10

SE	NW	IRRIGATION	10
NE	SW	IRRIGATION	27
NW	SW	IRRIGATION	26
SW	SW	IRRIGATION	33
SE	SW	IRRIGATION	37
SW	SE	IRRIGATION	4

Section Acres 147

07N 44E 29

SW	NE	IRRIGATION	14
NE	NW	IRRIGATION	38
NW	NW	IRRIGATION	38
SW	NW	IRRIGATION	38
SE	NW	IRRIGATION	40
NE	SW	IRRIGATION	14
NW	SW	IRRIGATION	10
NE	SE	IRRIGATION	5
NW	SE	IRRIGATION	15

Section Acres 212

Total Acres 3102

11. Place of use in counties: TETON

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

13. Other Water Rights Used:

14. Remarks:

claimant has an agreement with the BLM to irrigated the BLM portion of this pou

THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 22-7256 PURSUANT TO SECTION 42-1426, IDAHO CODE.

15. Basis of Claim: Beneficial Use

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am John M. Brown VP of KLB, Inc. Title

Organization that I have signed the foregoing document in the space below as Vice Pres of

KLB, Inc. Title and that the statements contained in the Organization

foregoing document are true and correct. John M Brown Signature of Authorized Agent

V.P. KLB, Inc. Title and Organization

10-28-2004 Date

State of Idaho

County of Bonneville } SS.

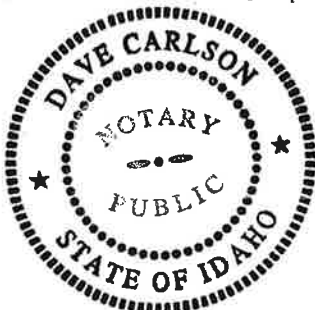
Subscribed and sworn (or affirmed) before me this

of Oct 2004

Dave Carlson Notary Public

Residing at Rigby, Id

My commission Expires 2/26/2008



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 22-7256

WATER RIGHT NUMBER: 22-7256

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JOHN M BROWN PO BOX 579 REXBURG, ID 83440
Original Owner	RAY M BROWN PO BOX 579 REXBURG, ID 83440
Current Owner	K L B INC DBA BROWN CO PO BOX 69 TETONIA, ID 83452 (208)456-2629

Priority Date: 08/31/1977

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
---------------	------------------

GROUND WATER

Beneficial Use

IRRIGATION

From To

4/01 to 11/01

Diversion Rate

13.400 CFS

Annual VolumeTotal Diversion: 13.400 CFSLocation of Point(s) of Diversion

GROUND WATER

NW1/4SE1/4

Sec. 16, Twp 06N, Rge 40E, B.M.

MADISON County

GROUND WATER

SE1/4NW1/4NE1/4

Sec. 29, Twp 07N, Rge 44E, B.M.

TETON County

(Rediversion)

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N 43E 23													40.0	40.0	40.0	40.0	160.0
07N 43E 24									39.0	37.0	36.0	40.0		35.0	39.0		226.0
07N 43E 25			39.0	39.0		39.0	39.0	40.0	40.0								236.0
07N 43E 36	38.0	40.0															78.0
07N 44E 19							8.0		12.0	38.0							58.0

22-13329

3102

1119

1983

50

2033

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 22-7256

07N 44E 20				9.0	9.0	25.0	29.0	33.0	38.0		6.0	149.0
07N 44E 29		17.0	38.0	39.0	38.0	40.0	13.0	13.0		1.0	13.0	212.0

Total Acres: 1119

Conditions of Approval:

1. 016* See remarks for additional conditions of approval.
2. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.

Remarks:

1. General PT. OF INJECTION INTO TETON R.: NWSE, S16, T6N, R40E.
PT. OF REDIVERSION FROM TETON R.: SENWNE S29,T7N, R44E, TETON CO. THIS RT. WHEN COMBINED WITH RT. 22-7196 SHALL EXCEED NEITHER 13.4 CFS NOR 3292.1 AFA. MEASURING DEVICES OF A TYPE APPROVED BY THIS DEPT. SHALL BE INSTALLED AND MAINTAINED AT THE P/D & PT. OF REDIVERSION FROM TETON R. USE OF WATER UNDER THIS LICENSE IS SUBJECT TO CONTROL BY THE WATERMASTER OF STATE WATER DISTRICT NO. 01, SNAKE RIVER

Comments:Dates and Other Information:

Claim Received Date: 8/1/1988
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number: 01
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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