

11/10/2006

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

RIGHT NUMBER: 22-13611

NAME AND ADDRESS: BLACKFOOT FARMS LLC
500 HUNTSMAN WAY
SALT LAKE CITY UT 84108

SOURCE: TETON CREEK

TRIBUTARY: TETON RIVER

QUANTITY: 1.130 CFS

Right Nos. 22-13611 and 21-13613 are limited to a total combined diversion rate of 1.13 cfs.

PRIORITY DATE: 06/01/1899

POINT OF DIVERSION:
T05N R46E S19 NESESE Within TETON County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	1.130 CFS
PLACE OF USE:	<u>IRRIGATION in TETON County</u>		
	T05N R45E S26 SWNW 40.00	T05N R45E S26 SENW	16.00
	T05N R45E S26 NESW 17.00	T05N R45E S26 NWSW	40.00
	113 ACRES TOTAL		

Right Nos. 22-13611 and 22-13613 are limited to the irrigation of a combined total of 113 acres in a single irrigation season.

This right is limited to the irrigation of 97 acres within the place of use described above in a single irrigation season.

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

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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

This right is a split from former right 22-461 .

Right No. 22-13613 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

11/10/2006

**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: 22-13611

BLACKFOOT FARMS LLC
500 HUNTSMAN WAY
SALT LAKE CITY UT 84108
Telephone Number: (801) 589-5864

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 12-11-06

SIGNATURE: [Signature]

Please print your name: Young H. Walker

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

LIMITED POWER OF ATTORNEY

BLACKFOOT FARMS, LLC, WILLIAM E. REID, CEO, of 97 North Highway 33, Driggs, Idaho 83422, designate and appoint HARVEY WALKER of 2338 North 2930 West, Arco, ID 83213, as our attorney in fact and agent (subsequently called "agent") to act in our name and for our benefit. We grant to our agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as we might or could do if personally present and fully competent, hereby ratifying and confirming all that our agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

Specific Powers

Our agent shall have and may exercise the following specific power:

- a. To handle all affairs and do all that needs done, including signing of documents, pertaining to water rights, wells and all water issues.

Revocability

This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by us or our agent and delivered to such person or institution.

Interpretation

This instrument is to be construed and interpreted as a limited power of attorney.

Disability of Principal

This Limited Power of Attorney shall not be affected by disability of the principal.

Third-Party Reliance

December 8, 2006

DALE K PRICE
PRICE BROS
VIRGINIA P PRICE
3032 W 3000 S
WESTON ID 83286

RE: CHANGE OF ADDRESS FOR 22-13610, 22-13611, 22-13612,
22-7043, 22-78, 22-84

Dear Claimant:

It has come to our attention that your address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

DALE K PRICE
PRICE BROS
VIRGINIA P PRICE
730 HARPER
PO BOX 563
DRIGGS ID 83422

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Katy Jackson
Office Specialist 1

Enclosure(s)

WESTERN DISTRICT OFFICE
700 N. SKYLINE DR.
O FALLS, IDAHO 83402

MAIL SERVICE
REQUESTED

U.S. POSTAGE
1011 PB3523907
8982 \$01.35 NOV 28 2006
6122 MAILED FROM ZIP CODE 83402

~~ATTEMPTED~~
~~NOT KNOWN~~

DALE K PRICE
PRICE BROS
VIRGINIA P PRICE
~~730 HARPER~~
PO BOX 563
DRIGGS ID 83422

PRIC563* 834222016 1B05 10 12/05/06
FORWARD TIME EXP RTN TO SEND
PRICE/VIRGINIA
3032 W 3000 S
WESTON ID 83286-5127

RETURN TO SENDER



22 13610
13611
13612
7043
78
84

YOU N. SKYLINE DR.
IDAHO FALLS, IDAHO 83402

ADDRESS SERVICE
REQUESTED

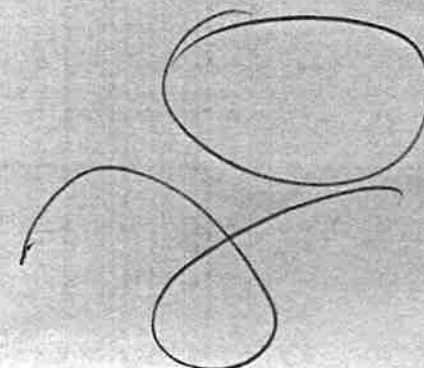
 **ATTEMPTED,
NOT KNOWN**

★ ★  TM
U.S. POSTAGE
1631 PB3523907
8942 \$00.63 DEC 01 2006
6530 MAILED FROM ZIP CODE 83402

VIRGINIA P PRICE
PO BOX 563
DRIGGS ID 83422

PRIC563* 834222016 1B05 10 12/05/06
FORWARD TIME EXP RTN TO SEND
PRICE/VIRGINIA
3032 W 3000 S
WESTON ID 83286-5127

RETURN TO SENDER



LIMITED POWER OF ATTORNEY

22-153
22-4096
22-7043
22-13611
22-13613

BLACKFOOT FARMS, LLC, WILLIAM E. REID, CEO, of 97 North Highway 33, Driggs, Idaho 83422, designate and appoint HARVEY WALKER of 2338 North 2930 West, Arco, ID 83213, as our attorney in fact and agent (subsequently called "agent") to act in our name and for our benefit. We grant to our agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as we might or could do if personally present and fully competent, hereby ratifying and confirming all that our agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

Specific Powers

Our agent shall have and may exercise the following specific power:

- a. To handle all affairs and do all that needs done, including signing of documents, pertaining to water rights, wells and all water issues.

Revocability

This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by us or our agent and delivered to such person or institution.

Interpretation

This instrument is to be construed and interpreted as a limited power of attorney.

Disability of Principal

This Limited Power of Attorney shall not be affected by disability of the principal.

SCANNED

JAN 10 2006

Third-Party Reliance

Third parties may rely upon the representations of our agent as to all matters relating to any power granted to our agent, and no person who may act in reliance upon the representations of our agent or the authority granted to our agent shall incur any liability to us or our estate as a result of permitting our agent to exercise any power.

Expiration

Unless sooner revoked in the manner above provided, this Limited Power of Attorney shall expire at midnight on April 30, 2008.

Governing Law

This Limited Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

IN WITNESS WHEREOF, we have executed this Limited Power of Attorney this 26 day of October, 2006.

BLACKFOOT FARMS, LLC, Principal

By William E. Reid
WILLIAM E. REID, CEO

STATE OF IDAHO)
) ss.
County of Teton)

On this 26 day of October, 2006, personally appeared before me WILLIAM E. REID, who, being by me first duly sworn, declared that he is the CEO of BLACKFOOT FARMS, LLC, that he signed the foregoing document as CEO of the corporation, and that the statements therein contained are true.



Pauline Bagley
Notary Public for Idaho
My Commission Expires: 8/2011

SCANNED
JAN 10 2006



Idaho Department of Water Resources

SRBA Recommendation:

22-13611

22-13613

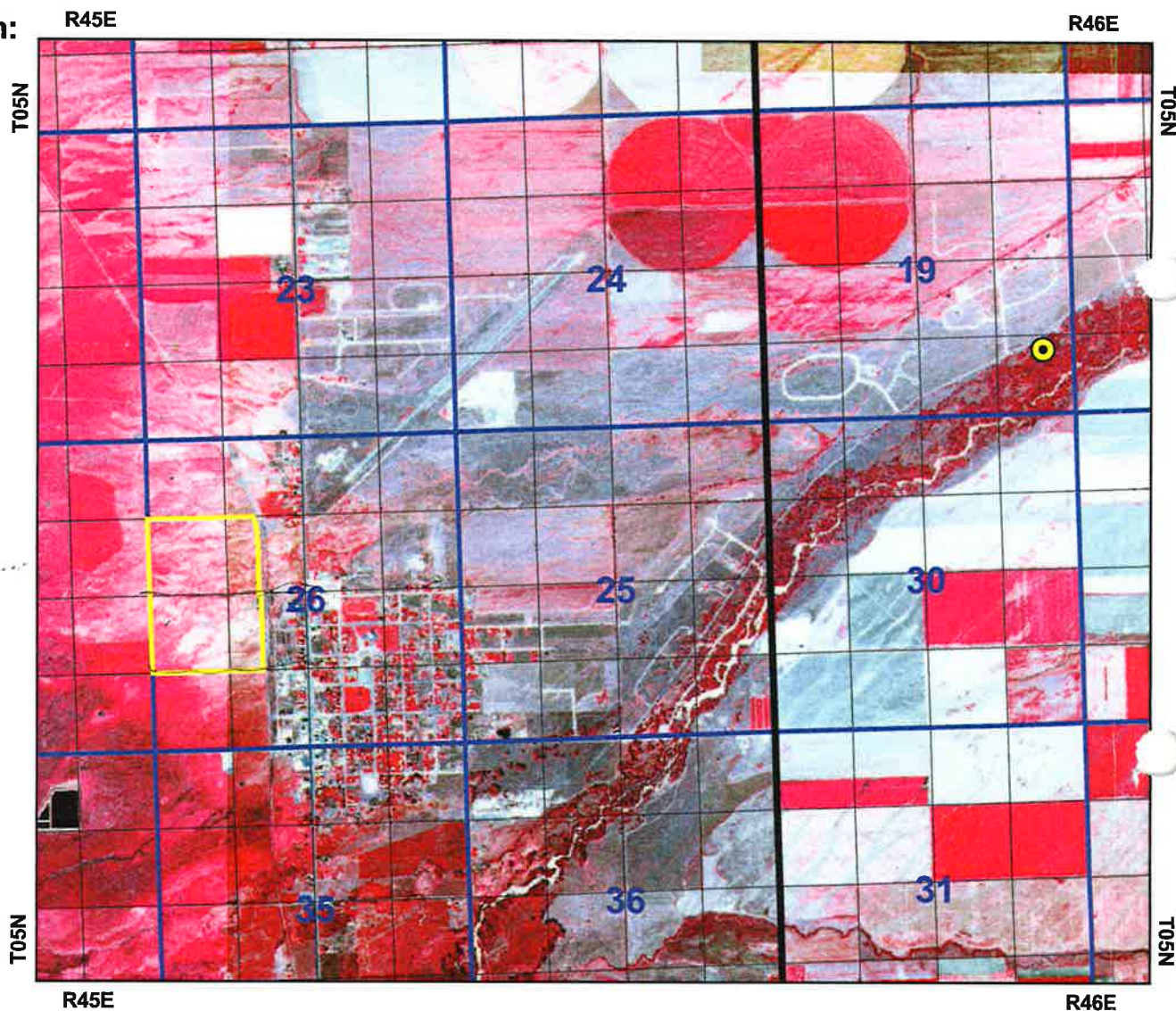
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Teton County
IDWR Basin 22



0 1 2 Miles

Prepared by T. Galbraith
On Friday, November 10, 2006
1987/88 Aerial Photography

11-10-06

- Blackfoot farms also owns NENW of Sec 27.
- This right was also decreed to this land.
- No claim is on this land for decree 22-461
- I am assuming an accomplished transfer from that party to SWNW of sec 26
- ~~Green~~ Green that info there is 91 acres of decree which gives them 1.29 cts based on ~~decree~~ decreed cts/acre.
- Only claimed 1.13 so that is what is recommended



Phillips, Thomas H.

(See Robert Blamires.)

Pine Creek

~~1-664~~ 22 0453

1100
1,000 inches. June 1, 1902. Pine Creek.

~~1-664~~ 22 0454

Pinecock-Byington
Ditch Company

700 inches. April 1, 1898. Teton River.

~~1-664~~ 22 0455

Pinecock-Byington
Ditch Company

356 inches. Mch 1, 1884. Teton River.

Pinecock, George A.

(See Martin L. Bird &
Pinecock-Byington
Ditch Company.)

~~1-664~~ 22 0456

Pioneer Ditch
Company

900 inches. Apr. 1, 1898. Teton River.

~~1-664~~ 22 0457

Pioneer Ditch
Company.

528 inches. May 1, 1883. Teton River.

Pitkin, Colton

Roxana Canal Company.

Podlatis, Mary

Parsons Ditch Company.

Poll, William

The Farmers' Friend Canal

~~1-664~~ 22 0458

Porter, John

75 inches. June 15, 1897. Trail Creek.

~~1-664~~ 22 0459

Poulson, J. C.

130 inches. June 1, 1898. North Leigh Creek.

~~1-664~~ 22 0460

Powell, W. J.

40 inches. June 1, 1903. Trail Creek.

~~1-664~~ 35 0024

Preston, W. A.

200 inches. Apr. 22, 1895. Boone Creek.

~~1-664~~ 22 0461

Price, J. W.

80 inches. June 1, 1899. Teton Creek.

~~1-664~~ 22 0462

Priestly, W. W.

60 inches. June 1, 1899. Badger Creek.

~~1-664~~ 22 0463

Priestly, W. W.

160 inches. June 1, 1901. Little Badger Creek.

~~1-664~~ 35 0025

Pugmire, G. Y.

200 inches. May 1, 1903. McTucker Springs.

~~1-664~~ 21 0086

Quivey, Joseph Z.

320 inches. July 15, 1904. Targoe Creek.

~~1-664~~ 22 0464

Rasmussen, George

~~1-664~~ 22 0465

Rasmussen, George

~~1-664~~ 22 0466

Rasmussen, George

~~1-664~~ 22 0467

Rasmussen, George

~~1-664~~ 22 0468

Rasmussen, George

~~1-664~~ 22 0469

Rasmussen, George

~~1-664~~ 22 0470

Rasmussen, George

~~1-664~~ 22 0471

Rasmussen, George

~~1-664~~ 22 0472

Rasmussen, George

~~1-664~~ 22 0473

Rasmussen, George

~~1-664~~ 22 0474

Rasmussen, George

~~1-664~~ 22 0475

Rasmussen, George

~~1-664~~ 22 0476

Rasmussen, George

~~1-664~~ 22 0477

Rasmussen, George

~~1-664~~ 22 0478

Rasmussen, George

~~1-664~~ 22 0479

Rasmussen, George

~~1-664~~ 22 0480

Rasmussen, George

~~1-664~~ 22 0481

Rasmussen, George

~~1-664~~ 22 0482

Rasmussen, George

~~1-664~~ 22 0483

Rasmussen, George

~~1-664~~ 22 0484

Rasmussen, George

~~1-664~~ 22 0485

30 inches. June 1, 1898. Badger Creek.

30 inches. June 1, 1902. Badger Creek.

20 inches. June 1, 1898. Badger Creek.

40 inches. June 1, 1900. Badger Creek.

40 inches. June 1, 1902. Badger Creek.

(See J. H. Riley.)

Anderson Canal Company.

Rasmussen, George

Raymond, S. V. & V. S.

Schwendiman,
Magdalena

S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 25, T. 7 N. R., 40 E., B.
M., containing 80 acres.

Plank, H. H.,
and Grace P.
Beahrensmeyer

N $\frac{1}{2}$ of Sec. 21, and N $\frac{1}{2}$ of S $\frac{1}{2}$ of Sec. 21,
T. 1, N. R., 38 E., B. M., containing
480 acres.

Plank, Leida J.

All of Sec. 20, T. 1 N. R., 38 E., B. M.,
containing 640 acres.

Podlatis, Mary

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. T $\frac{3}{4}$ S., R. 34 E., B.
M., containing 80 acres.

Porter, John

E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 35, T. 4 N. R., 45 E., B.
M., containing 80 acres.

Powell, W. J.

(No description given.)

Prescott, James

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 7, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and
Lots 2 and 3 of Sec. 8, T. 1 S., R., 45
E., B. M., containing 160 acres.

Preston, W. A.

SW $\frac{1}{4}$ of Sec. 8, and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 8,
T. 5 S., R., E2 E., B. M., containing
200 acres.

Price, J. W.

N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 26, and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of
Sec. 27, T. 4 N. R., 45 E., B. M.,
containing 120 acres.

Price, M. J.

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 25, and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of
Sec. 35, T. 3 N., R. 38 E., B. M.,
containing 80 acres.

Price, Rhoda

75-1/3 acres off East side of SE $\frac{1}{4}$ of Sec.
25, T., 3 N. R., 38 E. B. M.,

Price, W. H.

NE $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, and NE $\frac{1}{4}$ of NW $\frac{1}{4}$
of Sec. 36, and 136 acres from SE corner
of SE $\frac{1}{4}$ of Sec. 25, the NE $\frac{1}{4}$ of Sec. 25,
160 acres from west side of SE $\frac{1}{4}$ of
Sec. 25, 12 acres from NE corner of
SW $\frac{1}{4}$ of Sec. 25, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 25,
T. 3 N. R., 38 E., B. M.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 21, 2006

TOM MUIR
BLACKFOOT FARMS LLC
500 HUNTSMAN WAY
SALT LAKE CITY UT 84108

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 22-461, 22-7043, 22-
11943

Dear Mr. Muir:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

M. 1 2006

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
22-11943					
22-461					

RECEIVED

MAR 01 2006

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)
James E. Mankens Price / Price Bros.
Box 212, 410 W 15th E. Days Id 83422
4. New Owner/Claimant(s)
Blackfoot Farms L.C.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address
500 Huntsman Way
- City, State and ZIP Code
S.L.C. UT. 84108
- New Telephone Number
(801) 584/5864 OK 208 524 3254
Tom Miller Harvey Walker
5. Date you acquired the property
JAN 14 - 05

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A2200461					
A2211943					

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A. The appropriate **FILING FEE**. See instructions for fee amounts.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

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3. Name and Address of Former Owner/Claimant(s)

Price Bros.
73 Harper Box 563 Driggs ID

4. New Owner/Claimant(s)

James & Marlene Price

Name Connector (Check one: [] and, [] or, [] and/or

New Mailing Address

Box 212, 410 N 1st E, Driggs, ID 83422

City, State and ZIP Code

New Telephone Number

609-354-2381

5. Date you acquired the property

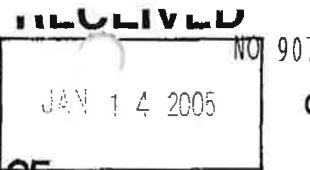
First American Title Company

T12284

165805

REAL ESTATE MORTGAGE

TETON CO. CLERK & RECORDER



P. 5/13

Order No.: T12284

THIS MORTGAGE, Made by BLACKFOOT FARMS, L.C. as MORTGAGOR, whose current address is: 600 Huntsman Way, Salt Lake City, UT 84108 and JAMES W. PRICE AND MARLENE T. PRICE, CO-TRUSTEE, UNDER THE JAMES W. AND MARLENE T. PRICE CHARITABLE REMAINDER UNITRUST, DATED DECEMBER 17, 2004 MORTGAGEE,

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Teton County, State of Idaho, to-wit:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 26: SW1/4NW1/4, NW1/4SW1/4

ALSO TAX NO. 841 being described as follows: Beginning at the Northwest Corner of the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 80 rods; thence East 581.4 feet to the Railroad Right-of-way; thence North 80 rods along the Railroad Right-of-Way; thence West 560 feet to the Point of Beginning.

ALSO TAX NO. 146 being described as follows: Beginning at the Southwest Corner of the NE1/4SW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 578 feet; thence North 1320 feet; thence West 581 feet, thence South 1320 feet to the Point of Beginning.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of Five-Hundred Thousand and no/dollars—, \$500,000.00, lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated December 30, 2004, with final payment due June 30, 2005.

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alternations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;

Instrument # 165805

DRIGGS, TETON, IDAHO

005-01-14 03:22:24 No. of Pages: 6

Recorded for : FIRST AMERICAN TITLE

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: MORTGAGE, REAL ESTATE

Fee: 18.00

165805

3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
6. To not: 1) allow changes in the use of the property from the date of this Mortgage; 2) maintain, operate or occupy the property or allow the property to be used, maintained, operated or occupied in any manner which violates any laws, safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancellable or increases the premiums of any insurance required to be maintained under this Mortgage; or 3) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE had given its prior written consent.
7. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE.
8. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage," in such forms of insurance, and in such amounts, as may be required by to the MORTGAGEE, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums; Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;
9. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.
10. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorneys' fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorneys' fees than as provided in this paragraph.

it is Mutually Agreed that:

11. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief thereof, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceedings or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorneys fees, release any moneys so received by it or apply the same on any indebtedness secured hereby.

MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in, and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceedings relating to any condemnation or taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking. MORTGAGOR agrees to execute such further evidence of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.

12. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.
13. The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, or any one or more of the following:
 - (a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at the due date thereof stipulated in the Note and this Mortgage, or by acceleration or otherwise; or
 - (b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or
 - (c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.
14. Upon the occurrence of any Event of Default, as that term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.
15. In addition to the foregoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:
 - (a) Take possession and hold, occupy, operate, and use the property, together with the personality, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;
 - (b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;
 - (c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity.

- (d) Apply to a Court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without the appointment of a receiver: 1) collect the rents, issues and profits therefrom; 2) care for and repair the same, and improve the same when necessary or desirable; 3) lease and rent the property or portions thereof (including leases existing beyond the term or receivership); and 4) otherwise use and utilize the property, and have such other powers as may be fixed by any Court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the Court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver. MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waive its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given to MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies herein above described, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charged for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right-of-way granted or rental or lease contract made after the execution of this Mortgage may take immediate possession of the property free from, and despite the terms of, such grant and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefore shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be constructed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligations shall be joint and several.

If any or any part of the property of interest therein is sold or transferred by MORTGAGOR including, but not limited to, (1) the execution by MORTGAGOR of a contract sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a creditor or judgement holder with respect to MORTGAGOR or (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date of the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice of demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

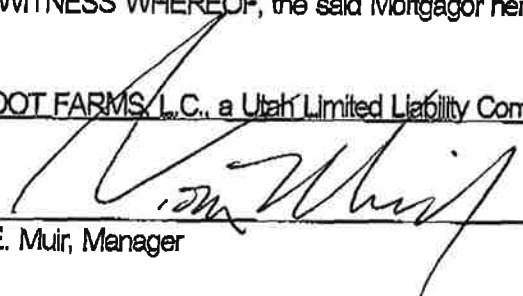
- (a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR as the following current address: 500 Huntsman Way, Salt Lake City, UT 84108 or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid;
- (b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to: PO Box 212, Driggs, ID 83422 or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such mail, postage fully prepaid.

17. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

18. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR, and MORTGAGEE at all times to comply with the usury, and all other laws relating to the Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed reformed and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

IN WITNESS WHEREOF, the said Mortgagor hereunto subscribe their name (s) December 30, 2004

BLACKFOOT FARMS, L.C., a Utah Limited Liability Company


Thomas E. Muir, Manager

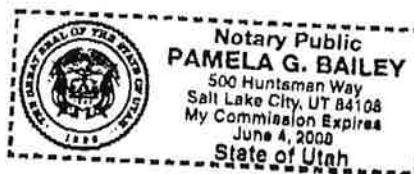
STATE OF Utah

COUNTY OF Salt Lake

)
ss.

On this 30th day of December, in the year of 2004, before me a Notary Public, personally appeared THOMAS F. MUIR, known or identified to me (or proved to me on the oath of), to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Pamela G. Bailey
Notary Public of State of Utah
Residing at: Salt Lake City, UT
Commission Expires: June 4, 2008



165805

James H. Hurler
EXHIBIT A

Page 22

Parcel 1:

Northwest ¼ Southwest ¼ of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

(RP05N45E265400A)

22-461 } Price Bros et al
22-11943 }

Parcel 2:

Beginning at the Southwest corner of the Northeast ¼ Southwest ¼ of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 578.80 feet; thence North 1320.00 feet; thence West 581.00 feet; thence South 1320.00 feet to the point of beginning.

(RPA00000264850A)

22-461
22-11943

Parcel 3:

Southwest ¼ Northwest ¼ of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Also including a parcel described as follows: Beginning at the Northwest corner of the Southeast ¼ Northwest ¼ of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 80 rods; East 581.40 feet to the railroad right of way; thence North 80 rods along said railroad right of way; thence West 560.00 feet to the point of beginning.

(RP05N45E263600A, Less: Tax No. 514)

22-11943

Proved ✓

WARRANTY DEED

For Value Received **JAMES W. PRICE AND MARLENE T. PRICE, CO-TRUSTEES, UNDER THE JAMES W. AND MARLENE T. PRICE CHARITABLE REMAINDER UNITRUST, dated December 17, 2004**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Blackfoot Farms, L.C., a Utah Limited Liability Company

whose address is: **500 Huntsman Way, Salt Lake City, UT 84108**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

**Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 26: SW1/4NW1/4, NW1/4SW1/4**

ALSO TAX NO. 841 being described as follows: Beginning at the Northwest Corner of the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 80 rods; thence East 581.4 feet to the Railroad Right-of-way; thence North 80 rods along the Railroad Right-of-Way; thence West 560 feet to the Point of Beginning.

ALSO TAX NO. 146 being described as follows: Beginning at the Southwest Corner of the NE1/4SW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 578 feet; thence North 1320 feet; thence West 581 feet, thence South 1320 feet to the Point of Beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations (and restrictions) of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

sup MJP
including water rights,

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 30, 2004

The James W. and Marlene T. Price Charitable Remainder Unitrust, dated December 17, 2004

BY: James W. Price
James W. Price, Co-Trustee

Marlene T. Price
Marlene T. Price, Co-Trustee

STATE OF Idaho

COUNTY OF TETON

), ss.

Instrument # 165804

DRIGGS, TETON, IDAHO
2005-01-14 03:18:21 No. of Pages: 1
Recorded for : FIRST AMERICAN TITLE
NOLAN G. BOYLE
Ex-Officio Recorder Deputy *N. Boyle*
Index to: DEED, WARRANTY

On this 12/30/2004, before me, a Notary Public, personally appeared James W. Price and Marlene T. Price, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument as Co-Trustees and acknowledged to me that they executed the same as such Co-Trustees.

Notary Public of Idaho

Residing at: Tetonia, Id.

Commission Expires: 1-3-06



*Change of ownership
from Virginia & family
to James & Marlene Price*

OCT 30 1992

Record
Clock

WARRANTY DEED

THIS INDENTURE, Made this 28th day of October, 1992, between VIRGINIA P. PRICE, of 73 E. Harper Ave., POB 563, Driggs, ID 83422; LINDA BINGHAM, of 3032 W. 3000 S., Weston, ID 83286; MARILYN ANDERSON, of 125 E. 2nd N., Rexburg, ID 83440; DALE K. PRICE, JR., of 18631 SE 277th Place, Kent, WA 98042; KENNETH P. PRICE of Box 51, Driggs, ID 83422, and R. VANDES PRICE, of 970 W. 450 S., Layton, UT 84041, the parties of the first part, and JAMES W. PRICE and MARLENE PRICE, husband and wife, of 410 N. 1 E., Driggs, ID 83422, the parties of the second part,

This deed shall be simultaneously executed and delivered in two or more counterparts, each of which shall be deemed to be an original, and all shall constitute but one and the same instrument.

WITNESSETH, That the said parties of the first part, in consideration of the transfer by the parties of the second part to the parties of the first part of like property with like value, and in furtherance of a division of partnership assets (Price Brothers, of Driggs, Idaho), do hereby grant, convey and confirm unto the said parties of the second part their one-half interest in and to the following described real estate, situated in Teton County, State of Idaho, to-wit:

Tract 1 Old Price & Smith place

111394

TRACT 1: Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 26: SW1/4NW1/4
NW1/4SW1/4

FILED

AT THE REQUEST OF

First American

35 OCT 30 1992

Ass J. Dyke

CLERK OF RECORD

ALSO TAX NO. 841 being described as follows:
Beginning at the NW Corner of the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 80 rods; thence East 581.4 feet to the Railroad Right-of-way; thence North 80 rods along the Railroad Right-

TRACT 1 CONT.
old price &
better price

of-way; thence West 560 feet to the point of beginning.

ALSO TAX NO. 146 being described as follows: Beginning at the SW Corner of the NE1/4SW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 578 feet; thence North 1320 feet; thence West 581 feet, thence South 1320 feet to the point of beginning.

ALSO TAX NO. 514 being described as follows: Beginning at a point 313.5 feet West of the SE corner of the NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence North 880 feet; thence West 326.5 feet; thence South 880 feet; thence East 326.5 feet to the point of beginning.

ALSO DEED NO. 101400 being described as follows: All of that certain strip of land heretofore acquired by Yellowstone Park Railroad Company (predecessor to Oregon Short Line Railroad Company) from Pratt Rge. Company, et al., by Warranty Deed dated May 12, 1910, filed for record December 3, 1912, in Book 10 of Deeds at Page 569 of the records of Fremont County, Idaho, being described in said deed as follows:

A strip of land 100 feet wide, being 50 feet in width on each side of the center line of main tract of the Teton Basin Branch of the Yellowstone Park Railroad as located across the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East of the Boise Meridian.

The course of said center line of main track being more particularly described as follows to wit: Beginning at a point in the north line of the S1/2NW1/4 of Section 26 and 1953.2 feet, more or less, easterly from the northwest corner thereof; thence southerly along a spiralled curve to the right with a radius of 1910.1 feet for a distance of 575 feet, more or less; thence S. 0 degrees 7'W, 765 feet to a point in the south line of said SE1/4NW1/4 of said Section 26 and 1977.7 feet easterly from the southwest corner of said NW1/4 of said Section 26.

Darby Ranch

TRACT 2: Township 4 North, Range 45 East, Boise Meridian, Teton County Idaho.
Section 1: S1/2NW1/4

TOGETHER WITH a 30 foot Easement for ingress and egress along the West side of the SW1/4 of Section 1, Township 4 North, Range 45 East Boise Meridian, Teton County, Idaho.

Section 2: SE1/4SE1/4
N1/2SE1/4
S1/2NE1/4

LESS: Railroad and State Highway Right-of-ways

ALSO LESS: Commencing at a point 540 feet West of the NE corner of the SW1/4NE1/4 of Section 2, Township 4 North, Range 45 East, Boise Meridian, and running thence South 300 feet; thence West 290 feet; thence North 300 feet; thence East 290 feet to the point of beginning.

Sweet Ranch

TRACT 3: Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 34: SW1/4

ALSO: That portion of the NW1/4NW1/4 (Lot 4) of Section 3, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, lying North of the South Bates Road being described as follows:

Beginning at the Northwest Corner of said Section 3 and running thence South 82.22 feet more or less to the right-of-way line of the South Bates Road; and running thence Northeasterly along said right-of-way line 183 feet, more or less, to the North Section Line of said Section 3; running thence West 164 feet, more or less, along the North Section line of said Section 3 to the point of beginning.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging and all estate,

*
Basis for Land
ownership for
422-13246

Raid & Tim
This is The MARTIN
Exchange because of
Road 70g. putting
22 ft Property
on West side of Rd

right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Virginia P. Price

Linda Bingham

Marilyn Anderson

Dale K. Price, Jr.

Kenneth P. Price

R. Vandes Price

R. Vandes Price



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

November 5, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

HUNTSMAN SPRING INC
97 N HWY 33
DRIGGS ID 83422

RE: Notice of Change of Water Right Ownership (NCO) for 22-153, 22-10649, 22-11981, 22-13611, 22-13613 and Notice of Completed Administrative Proceeding (NCAP)

Dear Claimant:

On September 7, 2007, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: Blackfoot Farms LLC.

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)

Water Rights: 22-153, 22-10649, 22-
11981, 22-13611, 22-13613

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party BLACKFOOT FARMS – HUNTSMAN SPRINGS INC
- ☐ I.C. § 42-222 transfer
- | | |
|---|--|
| ☐ point of diversion | ☐ place of use |
| ☐ period of use | ☐ nature of use |
| ☐ split of water right | ☐ change in ownership |

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 13 November 2007

Ernest Calver

Signature of IDWR Representative

SCANNED
NOV 29 2007

CERTIFICATE OF MAILING

I certify that on Nov 16, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
BLACKFOOT FARMS LLC
500 HUNTSMAN WAY
SALT LAKE CITY UT 84108

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
HUNTSMAN SPRINGS INC
97 N HWY 33
DRIGGS ID 83422

4. One copy to:

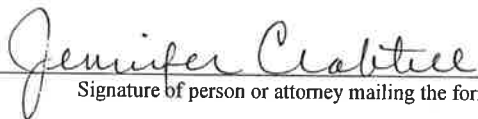
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form



Idaho Department of Water Resources

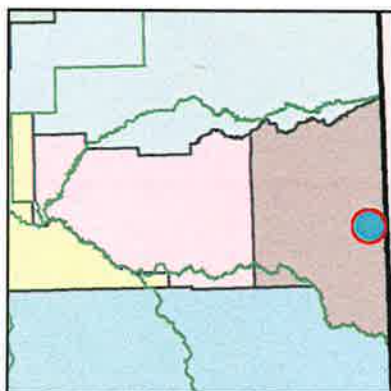
SRBA Recommendation:

22-13611

(Irrigation)

Legend

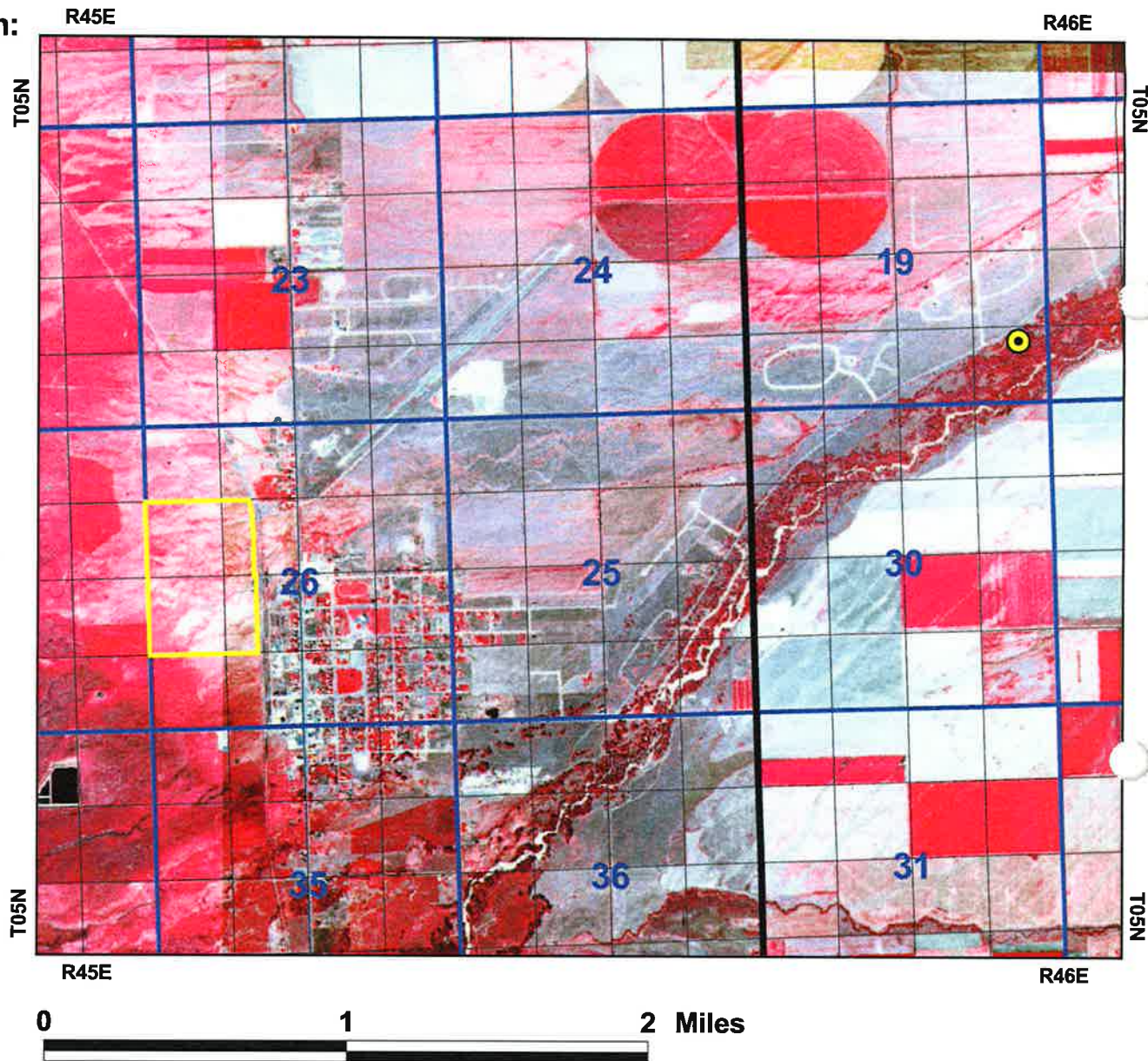
- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Teton County
IDWR Basin 22



SCANNED
MAY 29 2007



Prepared by T. Galbraith
On Wednesday, June 13, 2007
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 20, 2005

JAMES & MARLENE PRICE
410 N 1ST E
PO BOX 212
DRIGGS ID 83422

RE: SPLIT OWNERSHIP OF WATER RIGHT 22-461, 22-11943

Dear Mr. & Mrs. Price:

Review of your "Notice of Change in Water Right Ownership" reveals a portion of the water right(s) listed above is appurtenant to your property. However, our office is unable to split water rights in Basin 22 until after we submit the Director's Report to the Snake River Basin Adjudication Court.

Splitting rights will be completed following distribution of the Basin 22 Director's Report scheduled for mailing in 2006. At that time we will designate you "current owner" of your portion and notify the SRBA Court, so the water rights appurtenant to your property will be adjudicated in your name.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: File: 22-11943
Dale & Virginia Price

SCANNED

SEP 21 2005

PROFILED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A2200461					
A2211943					

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Price Bros.
73 Harper Box 563 Driggs ID

4. New Owner/Claimant(s)

James & Marlene Price

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Box 212, 410 N 1st E, Driggs, ID 83422

City, State and ZIP Code

New Telephone Number

(208) 354-2381

5. Date you acquired the property

FILED

SCANNED

SEP 21 2005

OCT 30 1992

Virginia & Family
James & Marlene C.

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

THIS INDENTURE, Made this 28th day of October, 1992, between VIRGINIA P. PRICE, of 73 E. Harper Ave., POB 563, Driggs, ID 83422; LINDA BINGHAM, of 3032 W. 3000 S., Weston, ID 83286; MARILYN ANDERSON, of 125 E. 2nd N., Rexburg, ID 83440; DALE K. PRICE, JR., of 18631 SE 277th Place, Kent, WA 98042; KENNETH P. PRICE of Box 51, Driggs, ID 83422, and R. VANDES PRICE, of 970 W. 450 S., Layton, UT 84041, the parties of the first part, and JAMES W. PRICE and MARLENE PRICE, husband and wife, of 410 N. 1 E., Driggs, ID 83422, the parties of the second part,

This deed shall be simultaneously executed and delivered in two or more counterparts, each of which shall be deemed to be an original, and all shall constitute but one and the same instrument.

WITNESSETH, That the said parties of the first part, in consideration of the transfer by the parties of the second part to the parties of the first part of like property with like value, and in furtherance of a division of partnership assets (Price Brothers, of Driggs, Idaho), do hereby grant, convey and confirm unto the said parties of the second part their one-half interest in and to the following described real estate, situated in Teton County,

State of Idaho, to-wit:

TRACT 1: Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 26: SW1/4NW1/4
NW1/4SW1/4

ALSO TAX NO. 841 being described as follows: beginning at the NW Corner of the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 80 rods; thence East 581.4 feet to the Railroad Right-of-way; thence North 80 rods along the Railroad Right-

111393

FILED

AT THE REQUEST OF

First American

125 MINUTES PAST 12 PM

DATE October 30, 1992

Ass J. Drake

CLERK OF RECORDER

BY *Bonnie Reese*

PROFILED

SCANNED

SEP 21 2005

of-way; thence West 560 feet to the point of beginning.

ALSO TAX NO. 146 being described as follows: Beginning at the SW Corner of the NE1/4SW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 578 feet; thence North 1320 feet; thence West 581 feet, thence South 1320 feet to the point of beginning.

ALSO TAX NO. 514 being described as follows: Beginning at a point 313.5 feet West of the SE corner of the NW1/4 of Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence North 880 feet; thence West 326.5 feet; thence South 880 feet; thence East 326.5 feet to the point of beginning.

ALSO DEED NO. 101400 being described as follows: All of that certain strip of land heretofore acquired by Yellowstone Park Railroad Company (predecessor to Oregon Short Line Railroad Company) from Pratt Rge. Company, etal., by Warranty Deed dated May 12, 1910, filed for record December 3, 1912, in Book 10 of Deeds at Page 569 of the records of Fremont County, Idaho, being described in said deed as follows:

A strip of land 100 feet wide, being 50 feet in width on each side of the center line of main tract of the Teton Basin Branch of the Yellowstone Park Railroad as located across the SE1/4NW1/4 of Section 26, Township 5 North, Range 45 East of the Boise Meridian.

The course of said center line of main track being more particularly described as follows to wit: Beginning at a point in the north line of the S1/2NW1/4 of Section 26 and 1953.2 feet, more or less, easterly from the northwest corner thereof; thence southerly along a spiralled curve to the right with a radius of 1910.1 feet for a distance of 575 feet, more or less; thence S. 0 degrees 7'W, 765 feet to a point in the south line of said SE1/4NW1/4 of said Section 26 and 1977.7 feet easterly from the southwest corner of said NW1/4 of said Section 26.

Danby Area

TRACT 2: Township 4 North, Range 45 East, Boise Meridian, Teton County Idaho.
Section 1: S1/2NW1/4

TOGETHER WITH a 30 foot Easement for ingress and egress along the West side of the SW1/4 of Section 1, Township 4 North, Range 45 East Boise Meridian, Teton County, Idaho.

Section 2: SE1/4SE1/4
N1/2SE1/4
S1/2NE1/4

LESS: Railroad and State Highway Right-of-ways

ALSO LESS: Commencing at a point 540 feet West of the NE corner of the SW1/4NE1/4 of Section 2, Township 4 North, Range 45 East, Boise Meridian, and running thence South 300 feet; thence West 290 feet; thence North 300 feet; thence East 290 feet to the point of beginning.

Savage Ranch

TRACT 3: Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 34: SW1/4

ALSO: That portion of the NW1/4NW1/4 (Lot 4) of Section 3, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, lying North of the South Bates Road being described as follows:

Beginning at the Northwest Corner of said Section 3 and running thence South 82.22 feet more or less to the right-of-way line of the South Bates Road; and running thence Northeasterly along said right-of-way line 183 feet, more or less, to the North Section Line of said Section 3; running thence West 164 feet, more or less, along the North Section line of said Section 3 to the point of beginning.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging and all estate,

PROFILED

SCANNED

SEP 21 2005

right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Virginia P. Price
Virginia P. Price

Linda Bingham
Linda Bingham

Marilyn Anderson
Marilyn Anderson

Dale K. Price, Jr.
Dale K. Price, Jr.

Kenneth P. Price
Kenneth P. Price

R. Vandes Price

SCANNED

SEP 21 2005

FILED

STATE OF WASHINGTON,)
) ss.
 County of KING .)

On this 28th day of October, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE K. PRICE, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


 Notary Public for Washington
 Residing at Oakview, Washington
 My Commission Expires: 5-15-94

STATE OF IDAHO,)
) ss.
 County of Madison.)

On this 30th day of October, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared VIRGINIA P. PRICE; LINDA BINGHAM; MARILYN ANDERSON; AND KENNETH P. PRICE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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




 Notary Public for Idaho
 Residing at Rexburg, Idaho
 My Commission Expires: 11-15-93

WARRANTY DEED - Page 5
 w:\price.wdl

SCANNED

SEP 21 2005

PROFILED

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Price Bros
R45E
SECTION 20
NW NE SW
SEP 21 2005
SCANNED

TSN R46E
SECTION 20
NW NE SW

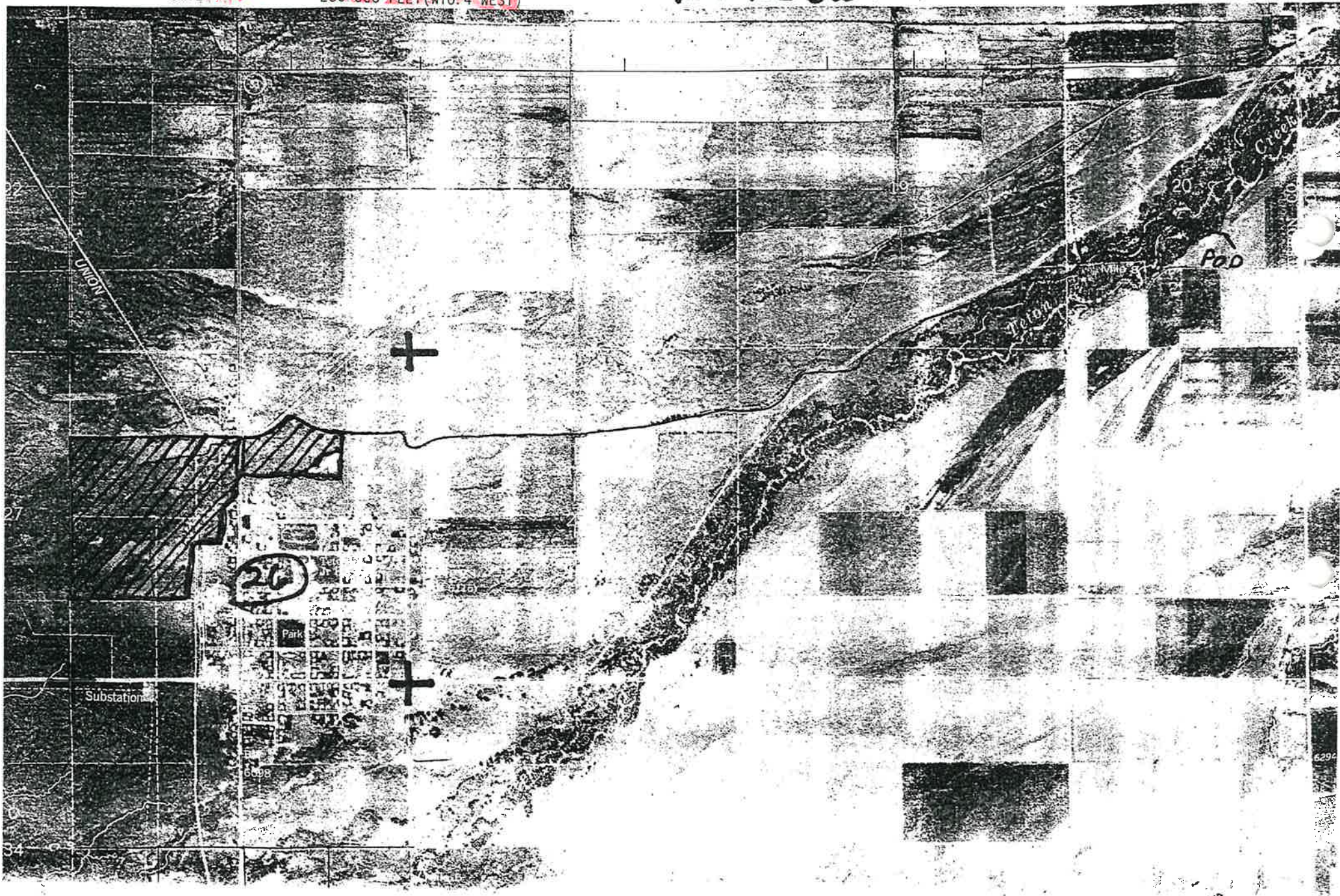
R46E

7

30"

491000m.E.

230,000 FEET (WYO. 4 WEST)



Price-Fairbanks Diversion

Off from Creek TR18 to 16000 River
GPS TAG # ACP/13831 on Monograft Farms

POD is several miles from POD.

6/28/04 DD



HO



Place Of Use Data Entry Form

Claim Number: _____

Claimed Place Of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total acres _____

Pending or approved Transfers: _____

Overlapping rights: _____

Document how the POU was verified:

6/28/04 Field exam shows ground is irrigated with a series of dams and ditches.

Reviewer: _____ Date: _____

169	Wilson, William; June 1, 1898; Trail Creek	160
169	Larsen, A. C.; June 1, 1898; Darby Creek	40
169	Leigh Creek Canal Co.; June 1, 1898; South Leigh Creek	400
169	Jones, Edward L.; June 1, 1898; Canyon Creek	140
169	Johnson, Joseph A.; June 1, 1898; Trail Creek	135
170	Hill, Hyrum S.; June 2, 1898; North Leigh Creek	100
170	Hill, D. B.; June 2, 1898; Wyoming & Darby Bench Canal Co.	160
170	Hill, Joseph Y.; June 2, 1898; North Leigh Creek	160
171	Dakin, G. A.; June 15, 1898; Badger Creek	150
172	Hendrickson, Cornelius; June 30, 1898; Badger Creek	130
173	Tarbet, Albert; July 7, 1898; Darby Creek	160
173	Tarbet, Willard; July 7, 1898; Darby Creek	160
174	Kirsley, Edwin N.; July 15, 1898; Pine Creek	60
175	Hanson, Alfred; Sept. 1, 1898; North Leigh Creek	120
180	Lamoureux, Francis A., and Ann; May 1, 1898; South Leigh Creek	75
182	Hendrickson, G. W.; May 15, 1899; South Leigh Creek	100
183	Nordval, C.; May 26, 1899; Darby Creek	110
184	Pherson, Neils; June 1, 1899; South Leigh Creek	30
184	Borrowman, John; June 1, 1899; Wood Creek and Springs	80
184	Parker, B. F.; June 1, 1899; Fox Creek	75
184	Pendleton, Abraham; June 1, 1899; North Leigh Creek	80
184	Simmons, John; June 1, 1899; North Leigh Creek	60
184	Soulcey, C. V.; June 1, 1899; Darby Creek	60
184	Smith, Ellington; June 1, 1899; Spring Creek, Darby Creek and Crandall Springs	80
184	Sheser, William; June 1, 1899; Badger Creek	10
184	Stewart, Thompson; June 1, 1899; Badger Creek	50
184	Williams, Charles; June 1, 1899; South Leigh Creek	100
184	Hochstrasser, N. W.; June 1, 1899; Badger Creek	110
184	Price, J. W.; June 1, 1899; Teton Creek	80
184	Rouche, Jacob; June 1, 1899; North Leigh Creek	35
184	Priestly, W. W.; June 1, 1899; Badger Creek	60
184	Rouche, Jacob; June 1, 1899; North Leigh Creek	160
184	Hendrickson, Milton; June 1, 1899; Badger Creek	100
184	Fullmer, Buckley; June 1, 1899; North Leigh or Spring Creek	75
184	Beasley, Joseph; June 1, 1899; Teton River; also Springs on Ranch	70
184	Bernston, Richard; June 1, 1899; Badger Creek	160
184	Anderson, Charles; June 1, 1899; Teton Creek	40
184	Fairbanks, D. M.; June 1, 1899; Teton Creek	160
185	Hendrickson, William; June 15, 1899; Badger Creek	120
187	Latham, P. D.; July 15, 1899; Swamp	140
191	Randolph, Frantz; Mar. 15, 1900; Pack Saddle Creek; also a sufficient amount of the high water of said creek to fill reservoir	160
192	Eynon, Rufus; Apr. 1, 1900; Trail Creek	80
195	Barrett, Nathan A.; May 11, 1900; Driggs Springs and water from swamps	160
199	Allen, George W.; May 26, 1900; Mahogany Creek	220
199	Carrington, Enock; May 26, 1900; Mahogany Creek	160
200	Bush, George W.; June 1, 1900; Fox Creek	120
200	Hegsted, Victor; June 1, 1900; Horse Shoe Creek	160
200	Canyon Creek Canal & Irrigation Co.; June 1, 1900; Canyon Creek	800

200	Hlerendecn, W. K.; June 1, 1900; Darby Creek	80
200	Henrie, Joseph O.; June 1, 1900; North Leigh Creek	40
200	Henrie, John; June 1, 1900; North Leigh Creek	10
200	Ricks, Wallace; June 1, 1900; North Leigh Creek	110
200	Rannell, George; June 1, 1900; Badger Creek	40
200	Hubbard, Susan; June 1, 1900; North Leigh Creek and Middle Leigh Creek	60
200	Homer, Benjamin P.; June 1, 1900; Mahogany Creek	200
200	Hochstrasser, R. H.; June 1, 1900; Badger Creek	20
200	Sautter, John G.; June 1, 1900; North Leigh Creek	50
200	Simmons, John; June 1, 1900; North Leigh Creek	40
200	Morris, William L.; June 1, 1900; Garner Creek and Trail Creek	110
201	Leighs Creek Canal Co.; June 16, 1900; South Leigh Creek	2,900
203	Hendrickson, Adolphus; July 5, 1900; Badger Creek	100
204	Latham, P. D.; July 15, 1900; Swamp	120
206	Bagshaw, Ellen; Aug. 15, 1900; Pine Creek	30
208	Hill, John W.; Oct. 1, 1900; Pack Saddle Creek	160
211	Island Ward Canal Co., Ltd.; Jan. 23, 1901; North Fork of Teton River	5,000
212	Hague, William A.; Mar. 25, 1901; Teton River	100
213	Bevan, Maria; Apr. 6, 1901; Swamp Creek	80
215	Hendrickson, G. W.; June 1, 1901; North Leigh Creek	60
215	Priestly, W. W.; June 1, 1901; Little Badger Creek	160
215	Mickelson, Peter; June 1, 1901; South Leigh Creek	140
215	Smith, D. G. S.; June 1, 1901; Spring	20
215	Waterman, L. C.; June 1, 1901; Little Dry Creek	40
215	Simmons, John; June 1, 1901; North Leigh Creek	60
215	Johnson, James W.; June 1, 1901; Moody Creek	40
	To be reduced to 20 inches after June 20th of each year	20
215	Jarman, Arthur; June 1, 1901; South Leigh Creek	20
215	Hill, Joseph S.; June 1, 1901; Pack Saddle Creek	160
218	Hatch, Lamoine; Sept. 1, 1901; Spring Creek	40
218	Phillips, L. A.; Sept. 1, 1901; Spring Creek	20
228	Shirts, Wallace; May 15, 1902; Trail Creek	40
229	Canyon Creek Canal & Irrigation Co.; June 1, 1902; Canyon Creek	2,700
229	Haden Canal Co.; June 1, 1902; Badger Creek	930
229	Rammell, George; June 1, 1902; Badger Creek	40
229	Rammell, C. H.; June 1, 1902; Badger Creek	30
229	Phillips, Thomas A.; June 1, 1902; Badger Creek	160
229	Wood, Frank; June 1, 1902; Badger Creek	120
229	Hubbard, Susan; June 1, 1902; North Leigh Creek and Middle Leigh Creek	60
229	Morris, Samuel; June 1, 1902; Trail Creek	30
229	Larsen, A. C.; June 1, 1902; Darby Creek	80
229	Kirsley, Edwin N.; June 1, 1902; Spring Creek	60
229	Jarman, Arthur; June 1, 1902; South Leigh Creek	60
229	Sheser, William; June 1, 1902; seepage water in springs on place	150
229	Gilbert, Albert; June 1, 1902; Horse Shoe Creek	40
231	Eynon, L. L.; June 15, 1902; Spring Creek, a tributary of Pine Creek	120
241	McNally, Gilbert; May 1, 1903; Trail Creek	40
242	Webster, James W., and Charles H. Woodmansee; May 23, 1903; Moody Creek	2,000
	For reservoir purposes between the 15th day of March until the 15th day of June of each year	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Eastern District Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

RETURN SERVICE REQUESTED

☐ Not Deliverable As Addressed
☐ Unable to Forward
☐ Insufficient Address
☐ Moved Left No Address
☐ Unclaimed Letter
☐ Attention - Not Used
☐ No Such Street or Number
☐ Vacant or Illegible
☒ No Mail Receptacle
☐ Box Closed - No Order
☐ Returned For Better Address
☐ Postage Due

R# _____
 Carr init _____
 Date _____

JAMES W PRICE
 MARLENE T PRICE
 410 N 1ST E
 DRIGGS ID 83422



U.S. POSTAGE
 1740 PB3523907
 8926 \$00.37 MAR 02 2004
 0642 MAILED FROM ZIP CODE 83402

New!
 PO Box 212
 DRIGGS, ID 83422

22-11943
 13246
 13248
 461
 7043
 78
 84

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 22-13611
Date Received: 9/20/1988
Receipt No:
Received By:

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

1. Name of Claimant(s)

BLACKFOOT FARMS LLC Phone: (801)589-5864
500 HUNTSMAN WAY
SALT LAKE CITY UT USA 84108

2. Date of Priority: 06/01/1899

3. Source: TETON CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	46E	20	NW NE SW	TETON	

5. Description of diverting works:

DIVERSION DAM, HEADGATE, DITCH TO THE POU

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	1.13	

7. Total Quantity Appropriated is:
1.13 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
05N	45E	26	NE SW	IRRIGATION	20
			NW SW	IRRIGATION	40
Section Acres					60

Total Acres 60

11. Place of use in counties: TETON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 22-461 .

15. Basis of Claim: Decreed

MICROFILMED
NOV 15 1992

POD - NW NE SW SE 20

T5N R46E

20

461

