

AJ0749NP
No. R37-11771

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 02/04/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROBERT GARDNER	06/02/1945	STOCKWATER	01-01 12-31	0.23 CFS	
C	KATHRYN GARDNER					
	BOX 470					
	BELLEVUE ID 83313					
	(208) 788-2568					
				TOTAL DIVERSION:	0.23 CFS	

Water Source: SPRINGS

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion:

T01S R20E S06

SESESE

BLAINE County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
01S	20E	6	:																	:

POU County: BLAINE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PROPERTY IS OWNED BY BLM.
S/ 1000 BEEF

Dates: Exam Made Date:

Verified Date:

02/04/1999

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

AJ5809NP
No. A37-11771

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 02/04/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROBERT GARDNER	06/02/1945	STOCKWATER	01-01 12-31	0.23 CFS	
C	KATHRYN GARDNER BOX 470 BELLEVUE ID 83313 (208) 788-2568					
TOTAL DIVERSION:					0.23 CFS	

Water Source: UNNAMED SPRINGS

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion:

T01S R20E S06

SESESE

BLAINE County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
01S	20E	6	:																	S

POU County: BLAINE

Non-Irrigation Uses: S/ 1000 BEEF

Other Rights: NONE

Remarks: GEN (PROPERTY IS OWNED BY BLM.)

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

NH
N13

37-16865

-16866

-16867*

-16868

FED CLAIMS

appears to be possible
overlap but listed as
undeveloped.

See
2/4/99

DATA ENTERED BY SM
DATE 2-4-99



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

November 18, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT GARDNER
KATHRYN GARDNER
12 HERON LN
BELLEVUE ID 83313

Re: Snake River Basin Adjudication (SNRA)
Water Right No. 37-11771 & 37-11775

Dear Water Right Holder:

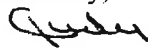
IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct address before we can change our records. Future notices related to your water right can be sent only to the address on your water right or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of any of the properties connected with the water right referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the water right records.

Sincerely,


Judy Givens
Clerical Specialist

The address is correct as shown above or as otherwise changed.

Signature of Water Right Holder

AJ5856NP

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

DATE: SEP-19-1997
PAGE: A-61

RIGHT NUMBER: 37-11771

NAME & ADDRESS: ROBERT GARDNER
KATHRYN GARDNER
BOX 470
BELLEVUE ID 83313

12 Huron Ln

SOURCE: UNNAMED SPRINGS

TRIBUTARY: SINKS

QUANTITY: 0.23 CFS

PRIORITY DATE: 06/02/1945

POINT OF DIVERSION: T01S R20E S06

SESESE

Within BLAINE County

PURPOSE AND

PERIOD OF USE: PURPOSE OF USE
STOCKWATER S/ 1000 BEEF

PERIOD OF USE
01-01 12-31

QUANTITY
0.23 CFS

PLACE OF USE:

STOCKWATER
T01S R20E S06

Within BLAINE County
SESE

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

PROPERTY IS OWNED BY BLM. ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*3 Book shows
July State of Idaho
pg 2276 (4)*

Verified by

Dad

Date: *10/9/98*

Verification Source:

City Parcel Rpt

RECEIVED

FEB 27 2001

Department of Water Resources

RECEIVED

MAR 13 2001

Department of Water Resources
Southern Region

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

In Re SRBA

Case No. 39576

A. Subcase 37-11771

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior, Bureau of
Land Management, Idaho State Office
Address: 1387 South Vinnell Way
Boise, Idaho 83709-1657
Daytime Phone: see below
Name & Address of Attorney, if any:

Larry A. Brown (202) 305-0435

United States Department of Justice; Environment and Natural Resource Division; General Litigation Section
550 West Fort Street, MSC 033; Boise, Idaho 83724

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Robert & Kathryn Gardner
Address: P. O. Box 1200; Hailey, ID. 83333
Name:
Address: ,
Name:
Address: ,
Name:
Address: ,

37-11771

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☒ **Name and Address**
Should be: _____
2. ☒ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: _____
5. ☒ **Point(s) of Diversion**
Should be: See attached
6. ☒ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: _____
8. ☒ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: See attached

11. I object because:

☒ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):**

The United States of America, through the Bureau of Land Management, is the owner of the land upon which use is claimed. The claimant's use of Federal land is unauthorized. The United States also has a license (37-03109) to this source and pipeline; a Cooperative Range Improvement Agreement establishing title to the improvement solely in the name of the United States; and an easement to the United States from the Gardner's for the pipeline. Four of the claimed POUs do not exist.

F.

VERIFICATION (Must be Completed)

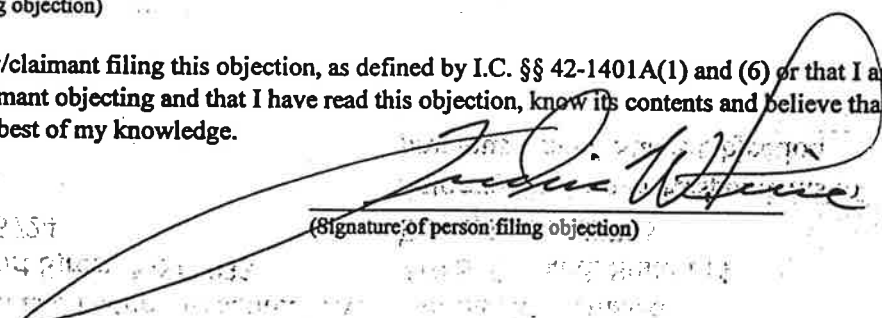
State of Idaho)

) ss.

County of Ada)

Fredric W. Price, Water Rights Specialist, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

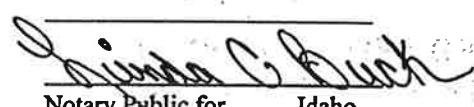

(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

February 26, 2001




Notary Public for Idaho

Residing at: Boise

My Commission Expires: 12-21-05

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. FAX filings will not be accepted. You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 2-26, 2001, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

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

2. One copy to the claimant of the water right at the following address:

Name: Robert & Kathryn Gardner

Address: Box 1200
Hailey, ID. 83333

James Speck
Speck & Aanestad
P. O. Box 987
Ketchum, Idaho 83340
Of attorneys for claimant

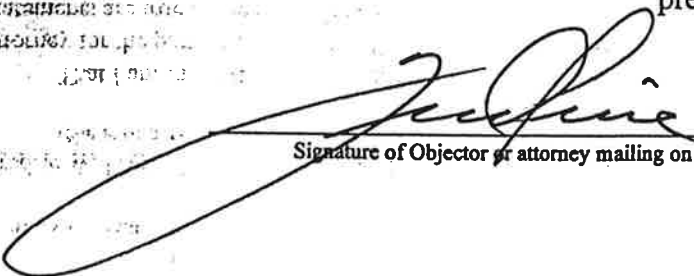
3. Copies to:

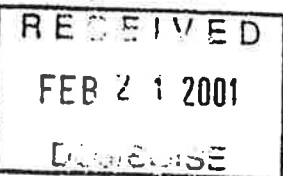
Idaho Document Depository
PO Box 83720
Boise, ID 83720-0098

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

United States Department of Justice
Environment and Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

Norman M. Semanko
410 S. Orchard, Suite 144
Boise, Idaho 83705
Attorney for former Respondents to
previous United States Objection


Signature of Objector or attorney mailing on Objector's behalf



AMENDED DIRECTOR'S REPORT

Subcase No. 37-11771

In Re SRBA

Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources

Karl J. Dreher, Director

David R. Tuthill, Jr., Adjudication Bureau Chief

February 16, 2001

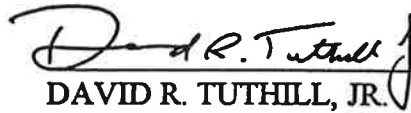
DESCRIPTIVE SUMMARY

This is an Amended Director's Report submitted by the Director of the Idaho Department of Water Resources.

DISCUSSION

Pursuant to the Special Master's *Order Granting Motion to Amend Claim and Setting Subcase Deadlines* dated February 16, 2001, the Director submits for filing with the Court, an Amended Director's Report for the aforementioned subcase.

Respectfully submitted this 16th day of February, 2001.



DAVID R. TUTHILL, JR.
Adjudication Bureau Chief

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

02/16/2001

RIGHT NUMBER: 37-11771

NAME AND ADDRESS: KATHRYN GARDNER
ROBERT GARDNER
PO BOX 1200
HAILEY, ID 83333

SOURCE: SPRINGS

TRIBUTARY: SINKS

QUANTITY: 0.23 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT
EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 06/02/1945

POINT OF DIVERSION: T01S R20E S6
T01S R20E S6

SWSESE BLM
SESESE BLM

Within BLAINE County
Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
STOCKWATER

PERIOD OF USE
01-01 12-31

QUANTITY
0.23 CFS

PLACE OF USE:

STOCKWATER Within BLAINE County

T01S R20E S6

SESE BLM

T01S R20E S7

NWNE PVT

T01S R20E S7

LOT 4

SWNE PVT (NO TROUGH)

T01S R20E S7

NENW BLM (NO TROUGH)

T01S R20E S7

LOT 2

SWNW PVT (NO TROUGH)

T01S R20E S7

LOT 3

SENE PVT (NO TROUGH)

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS
NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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 - Beneficial Use

4 OF THE ABOVE CLAIMED POU'S DO NOT EXIST.

CERTIFICATE OF SERVICE

I certify that on 2-20, 2001, I mailed and/or delivered the original and copies of this form, including all attachments, to the following interested parties, by placing them in sealed envelopes, addressed as follows:

1. Original to:

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

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

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

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

United States Department of Justice
Environment & Natural Resources Div.
550 W. Fort Street MSC 033
Boise, ID 83724

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

Blaine County Courthouse
1st and Croy St.
Hailey, ID 83333

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

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

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

Norman Semanko
410 S. Orchard Suite 144
Boise, ID 83705

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

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

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

Sandy Egbert
Signature of person delivering form

AMENDED DIRECTOR'S REPORT

WASHING STATION

This plot is the Bureau's Record of This, and should be used only as a graphic display of the township survey data. Records however, do not reflect title changes which may have been effected by lateral movements of streams or other factors of water level to the cultural stream, from

THE NOTATION SHOWN ON WITHIN ACTION TAKEN BUT MAY NOT BE THE METHODS EMPLOYED

05/21/97

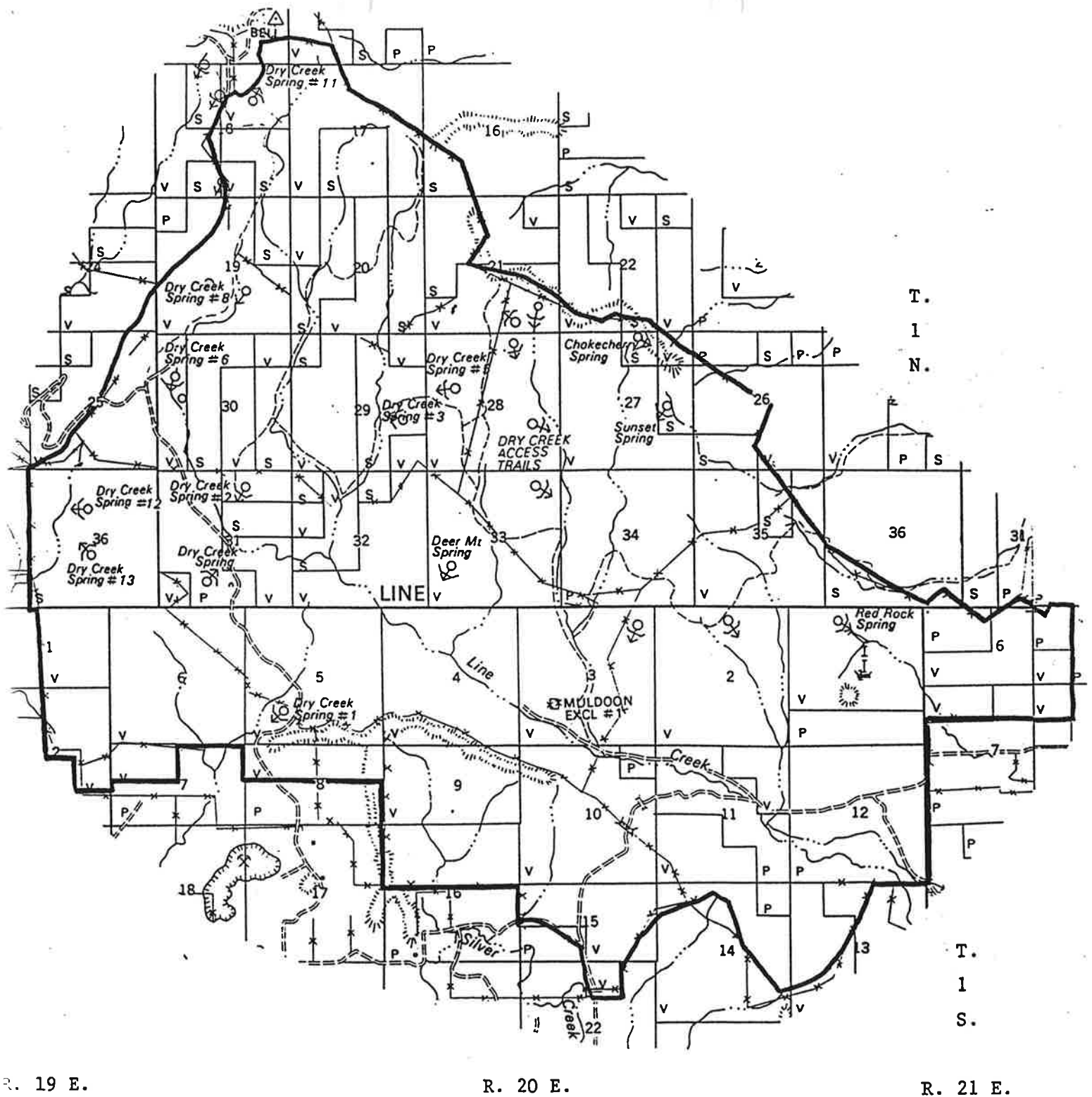
DRY CREEK ALLOTMENT
80302

PERMITTEE NAME	NO.	CLASS	ACTIVE AUMS	SUSPENDED AUMS	TOTAL AUMS
BARTON, BOYD	5305	Cattle	398	87	485
DRY CREEK CATTLE ASSN.	5321	Cattle	975	214	1189
MECHAM, MILO	5343	Cattle	288	45	333
MOLYNEUX BROTHERS	5311	Cattle	890	196	1086
QUEENS CROWN RANCH c/o John Flood	5325	Cattle	98	22	120
		TOTAL	2649	564	3213

AFFECTED INTEREST

JONATHAN H. MARVEL

GARDNER IS NOT AUTHORIZED IN THE DRY CREEK ALLOTMENT.



R. 19 E.

R. 20 E.

R. 21 E.

ATTACHMENT 1

Dry Creek Allotment
Pursuant to Area Manager's Decision
Dated August 23, 1983

RECEIVED

AUG 13 1968

SM 4-62

BUREAU OF LAND MANAGEMENT
SHOSHONE DISTRICT 05
SHOSHONE, IDAHO

3 MIT IN DUPLICATE

ROUTING —	PHONE	ROUTING	INSTRUCTIONS	INITIAL
GATE NAME —				
DIV. RES. MGMT.				
Address: All Communications to				
Bureau of Land Management				
P. O. Box 308, Shoshone, Idaho 83352				

Per W 306 given

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO
FOR FARMSTEAD, DOMESTIC, OR STOCK WATERING PURPOSES

BY THE UNITED STATES DEPARTMENT OF THE INTERIOR

Application No. D 2259

Permit No. D 2259

District No. _____

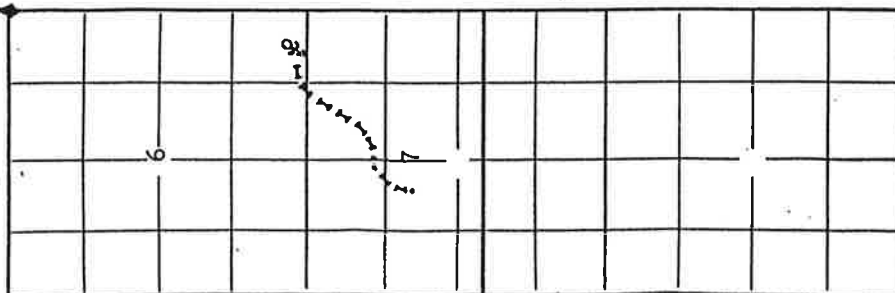
Department of Reclamation

- Name of Applicant Bureau of Land Management (Gardner Spring, R-457)
- Post Office Address P. O. Box 308, Shoshone, Idaho 83352
- Quantity of water claimed Approximately .01 Second Foot.
(Not to exceed 0.1 second foot or 15 acre feet)
- Source of water supply Spring
(Spring, well, unnamed stream, small lake, snow, or runoff)
- Location of point of diversion 5134 feet distant from the NE corner of Section 6
Twp. 1S, Rge. 20E, B.M., and is in the SE SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Twp. 1S, Rge. 20E, B.M.
in the County of Blaine
- Location of point of use 6930 feet distant from the NE corner of Section 6
Twp. 1S, Rge. 20E, B.M., and in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 7, Twp. 1S, Rge. 20E
- Water to be used for livestock water.
- Estimated cost of works \$150.00
- Kind of works Troughs and Pipeline
(Reservoir, dam, ditch, flume, pipe, etc.)
- Size 2" and 1½" plastic pipe with two 350 gallon troughs and 500 gal. tank.
(Headgate, ditch, flume, pipe, etc.)
- Time required to apply water to proposed use Now in use.
- If reservoir is used, fill in the following in addition to the above questions:
 - Height of dam _____ feet: Length at top _____ feet.
 - Material from which dam is constructed _____
(earth, concrete, timber, rock)
 - The outlet of the proposed reservoir is located _____ feet from the _____ corner of
Section _____, Twp. _____, Rge. _____, B.M.

REMARKS: Section 7 is a short section.

Applicant Bureau of Land Management

Agent William J. Prosser



Approval of State Reclamation Engineer

The number of this permit is D 2259

Recorded in Book 5 Page D 2259 Approved August 5, 1968

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Work to begin on or before completed and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

Completion of Works and Beneficial Use of Water appropriated in accordance herewith, to be made on or before completed

Witness my hand this 5th day of August, 19 68

R. Keith Higgins
State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, _____ Governor of the State of Idaho,

and _____ Secretary of State of the State of Idaho, have caused this instrument

to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed,

this _____ day of _____, 19 _____

Countersigned:

STATE OF IDAHO

By _____ Secretary of State.

By _____ Governor.

No. D. <u>2259</u>	PERMIT
Date of first receipt at office of State Reclamation Engineer	
<u>July 16, 1968 8:00 A.M.</u>	
Returned to applicant for correction	
Corrected application received	
Fees \$ <u>1.00</u>	
STATE OF IDAHO LICENSE AND CERTIFICATE OF WATER RIGHT	
Water License No. D. <u>2259</u>	
TO <u>Bureau of Land Management</u>	
Source of Supply <u>Spring</u>	
Amount <u>.01</u> Sec. Feet	
Purposes <u>livestock water</u>	
Place of Use <u>Section 6, T 1 S., R 20 E., B. M.</u>	
Date of Priority <u>July 16, 1968</u>	
Recorded <u>August 5, 1968</u>	
In Book <u>5</u> of Licenses, Page <u>2259</u>	

LICENSE AND CERTIFICATE OF WATER RIGHT

Water License No. D. 2259 Priority July 16, 1968 Amount .01 c.f.s.

This is to certify that Bureau of Land Mgt. of Box 308, Shoshone, Idaho 83352 made proof to the satisfaction of the State Reclamation Engineer of Idaho, of a right to the use of the waters of spring under Use Permit No. D. 2259, and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume D. 5 of Licenses, at page D. 2259, on the 5th day of August, 1968

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS THE SEAL and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 4/ 5th day of August, 19 68

R. Keith Higgins
State Reclamation Engineer.

Form 4-1119
(October 1962)

Gardner Case File
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR OFFICE USE ONLY

Expires

Indefinite

EXTENDED TO

Project Number(s)

I-5-R-457(65)

Project Name(s)

Gardner Spring

COOPERATIVE AGREEMENT

RESOURCE DEVELOPMENT AND CONSERVATION PROJECTS

1. I, We C. W. Gardner of Gannett, Idaho
____ of _____
____ of _____
and _____ of _____

hereinafter called Cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-315r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-590q-1), as amended, do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the Federal Range or other public lands and of the Cooperator(s).

2. The improvements known as the Gardner Spring

☒ will be ☐ are located upon: SE¹SE¹₄ ¼ Sec(s) 6, T. 1N
R. 20E, Boise, Meridian,
County of Blaine, State of Idaho.

3. IT IS MUTUALLY AGREED:

~~(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value of the improvements indicated in paragraph 2x~~

NAME(S) OF COOPERATOR(S)	ITEMS	TOTAL COST OR VALUE
C. W. Gardner	Total Contribution	\$ 200.00
BUREAU OF LAND MANAGEMENT	Balance to complete project	33.20
	AGGREGATE COST	\$ 233.20

Upon notice, either orally or in writing from the Authorized Officer of the Bureau, Cooperators will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall also be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the Authorized Officer and shall be pursued with diligence until completed.

4(a) The Cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the said improvements following completion, in good and serviceable condition. The Cooperator(s), without further notice from the Authorized Officer, shall do such repair work as may be necessary from time to time, promptly and in a workmanlike manner. If such work is not performed as necessary, the Authorized Officer shall allow Cooperator(s) not less than thirty (30) days from written notice within which to complete the same, as required.

(b) In the event the Cooperator(s) shall default, after due notice, in the repair and maintenance of the said improvements following completion, the Authorized Officer may do or cause such work to be done for and in behalf of the Cooperator(s); and the necessary cost and expense thereof or proportionate share as determined by the Authorized Officer, shall become a charge and obligation upon and shall be paid by the Cooperator(s). It is further understood in case of default hereunder, that any permit, license, or lease, or renewal thereof issued to the Cooperator(s) and administered by the Authorized Officer of the Bureau, and in connection with which these improvements are constructed, shall not be renewed or extended or any assignment thereof shall not be approved; and that such default may result in cancellation of the permit or license as provided in the Federal Range Code for Grazing Districts, 1962 Rev. (43 CFR Secs. 161.9(d) and 161.15(f)) as amended, or in the cancellation of the lease, unless and until all charges and costs owed by the Cooperator(s) hereunder shall have been paid; provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the proximate result of fault or negligence of the Cooperator(s) as determined by the Authorized Officer.

5. IT IS FURTHER AGREED:

(a) Title to the said improvements in place, together with all labor and materials furnished by either party

and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the Authorized Officer; such removal shall be made by the Cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost or removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements, as determined by the project records of the Bureau. The parties shall take possession and remove their portion of the salvaged materials within 90 days after first notification in writing that such material is available; upon their failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging the material, the United States assumes no responsibility for the protection or preservation of said material.

6(a) If the Cooperator shall assign or transfer his interest in any grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the Cooperator may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements (Section 1) and to his proportionate share of the salvageable material (Section 5(a)). Before the assignee or transferee will be recognized as successor to the Cooperator's interest hereunder, such assignee or transferee will be required by the Authorized Officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

(b) Should the land upon which the improvements are constructed be included in application for classification and disposal under Sections 7 and 14 of the Taylor Grazing Act, or other public land laws, the Authorized Officer agrees not to allow such application if allowance of the application or disposal is discretionary upon the Authorized Officer until the applicant has agreed in writing to compensate the Cooperator(s) for his loss of the improvements in an amount mutually agreed upon and payable separately to the Bureau and to the Cooperator; or, if the parties are unable to agree, the District Manager will determine the present reasonable value of the improvements in accordance with 43 CFR 161.15(g) or 43 CFR 160.12(a),

XERO
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whichever is applicable and determine the amounts payable to the Bureau and to the Cooperator which shall be in proportion to the actual amount of their respective contributions to the initial construction of the improvement; or the Bureau, at its option, may require the removal of such improvements under the provisions of Section 5(a) of this agreement.

7. The Cooperator(s) use of the improvements will be in conformity with the General Rules of the Range specified in the Federal Range Code for Grazing Districts (43 CFR Part 161) if the improvements are in a grazing district, or to the special stipulations, if any, included in the grazing lease covering such area, if outside a grazing district, and to the Management Plan, if any, for the area in which the lands serviced by these improvements are located, to the extent such rules, stipulations and plans are applicable for the conservation, protection, and proper utilization of the improvements constructed hereunder.

8. This agreement shall not accord to Cooperator(s) any preference, privilege, or consideration with respect

to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

9. Items 2 and 3 of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof. Items 4 to 9 inclusive may also be amended but first must be approved by the State Director.

10. This contract is subject to the provisions of Executive Order No. 10925 of March 6, 1961, which sets forth the nondiscrimination clauses. A copy of which may be obtained from the signing officer.

11. This agreement shall remain in full force and effect until indefinite, 19 unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the Authorized Officer after due notice in writing because of Cooperator's default or violation of any of the terms or provision of this agreement, or (3) in accordance with Section 5 or 6 of this agreement.

12. Special conditions:

COOPERATOR(S):

THE UNITED STATES OF AMERICA

4 C. Gardner 8/31/64
(Signature) (Date)

State of IDAHO

(Signature) (Date)

District SHOSHONE

(Signature) (Date)

By M. L. ...
(Signature)

(Signature) (Date)

DISTRICT MANAGER
(Title)

(Signature) (Date)

1-11-65
(Date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRANT OF EASEMENT AND RIGHT-OF-WAY

Instructions: Prepare and submit in triplicate

C. W. Gardner & Son, c/o C. W. Gardner, Gannett Route, Bellavue, Idaho 83313, grantor,
to the United States of America, Department of the Interior, Bureau of Land Management, grantee:

WITNESSETH;

That for and in consideration of the agreement by the grantee pursuant to the acts of June 28, 1934 (43 U.S.C. 315, et seq.), as amended, April 27, 1935 (16 U.S.C. 590a), and July 14, 1952 (66 Stat. 597) to construct the following improvements:

Gardner Spring, #4066

the grantor does hereby grant, bargain, convey, and confirm unto the United States of America, an easement and right-of-way over the tract, lot, piece, or parcel of land situated, lying and being in the County of Blaine, State of Idaho, more particularly described as follows:

T. 1 S., R. 20 E., B.M., Sec. 6: SE¹SE¹
Sec. 7: NW¹NE¹, E¹NW¹



The easement and right-of-way hereby granted is for the full, free, unrestricted, and quiet use and enjoyment by the grantee of the land of the grantor occupied by the said improvements for any and all purposes deemed necessary or beneficial for, or in connection with, the control, administration, or use of the public land surrounding or adjacent to the land herein described, which may be properly grazed from, serviced by, or used in connection with the said land and improvements, including the right of ingress and egress to, from, and over the land of the grantor by the grantee, its officers, agents, permittees, allottees, and licensees for the purpose of repairing, renewing, or using the said im-

provements, or for other business pertaining to the use and maintenance thereof, and shall be appurtenant to said public land.

This grant shall be effective so long as the easement shall be actually used for the aforesaid purposes, and all rights hereunder shall revert to the grantor when and in the event the use thereof shall be discontinued or abandoned by the grantee of which due notice shall be given to the grantor by the grantee. Upon termination or abandonment of this easement, the grantee may at its option and within reasonable time, remove any improvements constructed by grantee on the land hereunder.

IN WITNESS WHEREOF, the grantor has hereunto set

hand and seal, this day of

(Witness)

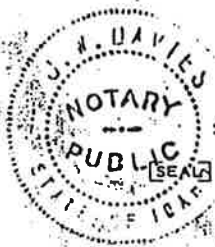
C. W. Gardner
C. W. Gardner
(Grantor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BLAINE) ss:

On the 8th day of May, 19 72, personally came before me, a notary public in and for said County and State, the within-named C. W. GARDNER to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



J. W. Davies

Notary Public in and for the
State of Idaho

Residing at Hailey, Idaho

My commission expires: April 18, 19 73

CORPORATE ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss:

On this day of , 19 , before me personally appeared and to me known to be the of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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 in and for the
State of
Residing at

[SEAL]

My commission expires: , 19

710: 158665-

sent to Right of Way

0.41 Gardner

to Bureau of Land Management

B L M

March 7 1975

W. J. Davies
Notary Public
Idaho

H. C.

GPO 826-037

19 72
Blaine, 83352

Memorandum

To: 37-11770, 37-11771, 37-11782, 37-11783, 37-11790, 37-11791, 37-11795
CC: Files
From: Jeanie Robertson
Date: 02/17/00
Re: Claimant Contact

Mr. Gardner was in the other day with questions regarding these stockwater rights.

37-11782 and 37-11795 were both recommended for disallowal and he wondered WHY? I explained that their priority dates were 1975, after the mandatory permit statutes were passed, which required a permit for surface water uses established after May 20, 1971. He said those uses were actually in existence long before 1975 and he didn't know why he had picked that date. I gave him some SF4 forms to amend those claims and told him to petition the court to file a late objection...

37-11770 has no competing claim but is likely on BLM land. (He also thinks there may be a mistake in the location and it should be the NWSESE.)

37-11771 has a competing claim filed by the BLM (37-16867)

37-11783 has a competing claim filed by the BLM (37-16561)

37-11790 has a competing claim filed by the BLM (37-02873) - which is actually a licensed right

37-11791 has no competing claim but is likely on BLM land. He wasn't sure about the actual location and may want to amend that...

He also wondered why Norm Semanko filed Responses to the Objections? I told him Mr. Semanko represents many local cattlemen and their organizations and that he should probably check with him on that.

The original files on rights that have been objected to were previously forwarded to the State Office, so Roxanne will probably be handling these. ..