

07/21/2005

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

RIGHT NUMBER: 27-11269

NAME AND ADDRESS: BEAR LAKE GRAZING CO
C/O ROWDEEN KEETCH
3632 BENCH RD
MONTPELIER ID 83254

SOURCE: DIAMOND CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 10.550 CFS

PRIORITY DATE: 10/11/1886

POINT OF DIVERSION:

T07S R44E S15 SESENE Within CARIBOU County
T07S R44E S15 SESENE Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 07/01	10.550 CFS

PLACE OF USE: IRRIGATION Within CARIBOU County

T07S R44E S10	SWNE	31.0	T07S R44E S10	SENE	12.0
T07S R44E S10	NWNW	0.8	T07S R44E S10	SWNW	33.0
T07S R44E S10	SENE	36.0	T07S R44E S10	NESW	36.0
T07S R44E S10	NWSW	29.0	T07S R44E S10	SWSW	18.0
T07S R44E S10	SESW	35.0	T07S R44E S10	NESE	39.0
T07S R44E S10	NWSE	40.0	T07S R44E S10	SWSE	30.0
T07S R44E S10	SESE	40.0	T07S R44E S11	NWSW	2.8
T07S R44E S11	SWSW	5.0	T07S R44E S14	NWNW	5.5
T07S R44E S14	SWNW	1.7	T07S R44E S15	NENE	36.0
T07S R44E S15	NWNE	36.0	T07S R44E S15	SWNE	16.0
T07S R44E S15	SENE	29.0	T07S R44E S15	NENW	17.0

528.8 ACRES TOTAL

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.

SCANNED
MAY 25 2006

PROFILED



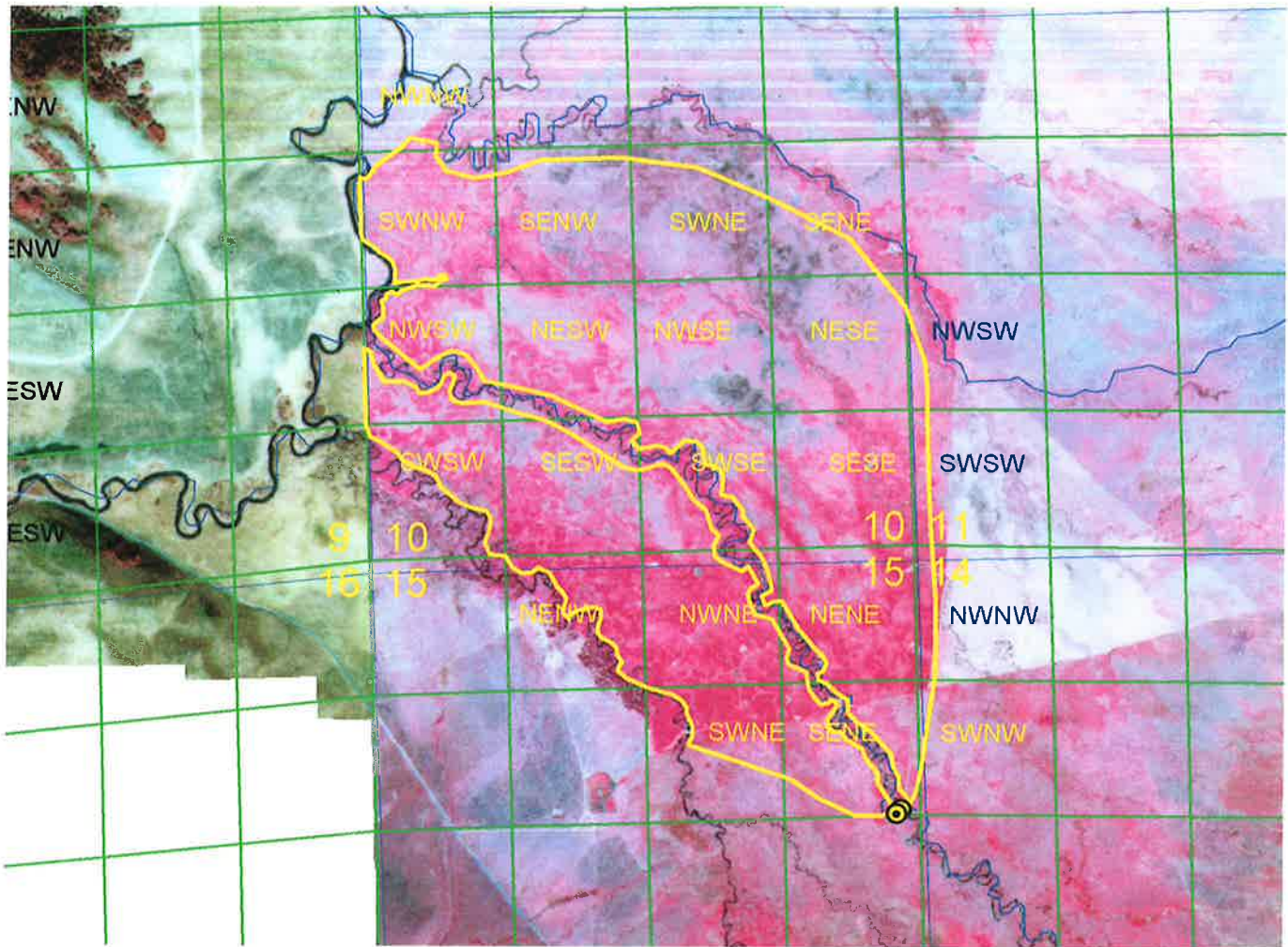
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-11269



1000 0 1000 2000 Feet

LEGEND

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

PROFILE

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JUL 28 2005

Place of Use: T7S, R44E:

(part of) Sec. 10, NWNW, SWNW, SENW, SWNE, SENE, NWSW, NESW, SWSW, SESW, NWSE, NESE, SWSE, SESE.

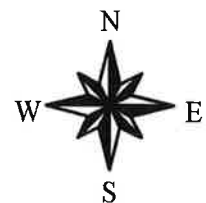
(part of) Sec. 11, NWSW, SWSW.

(part of) Sec. 14, NWNW, SWNW.

(part of) Sec. 15, NENW, NWNE, NENE, SWNE, SENE.

Point(s) of Diversion: T7S, R44E:

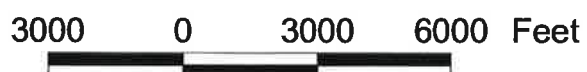
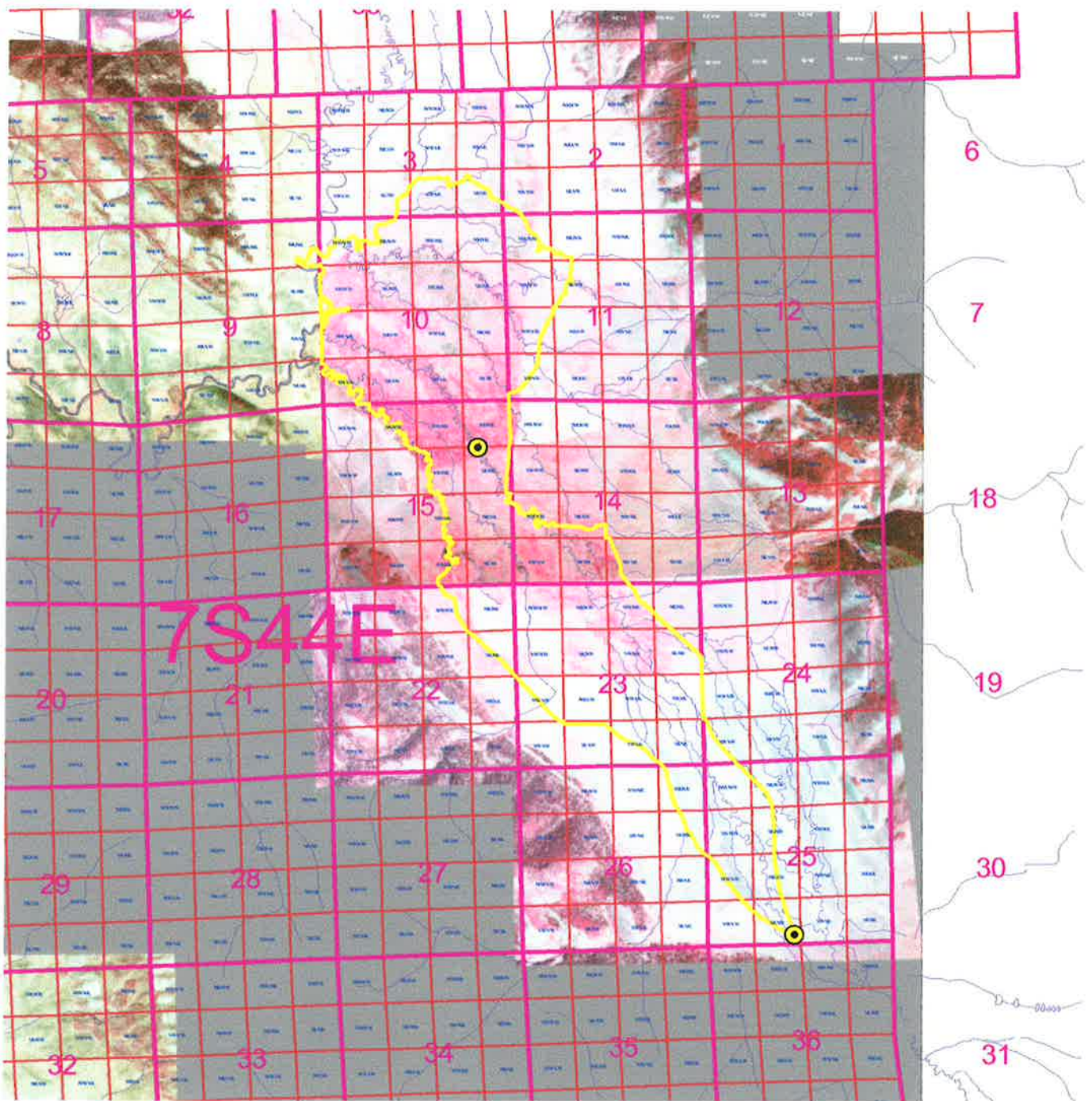
Sec. 15, SESENE.



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: July 2005.

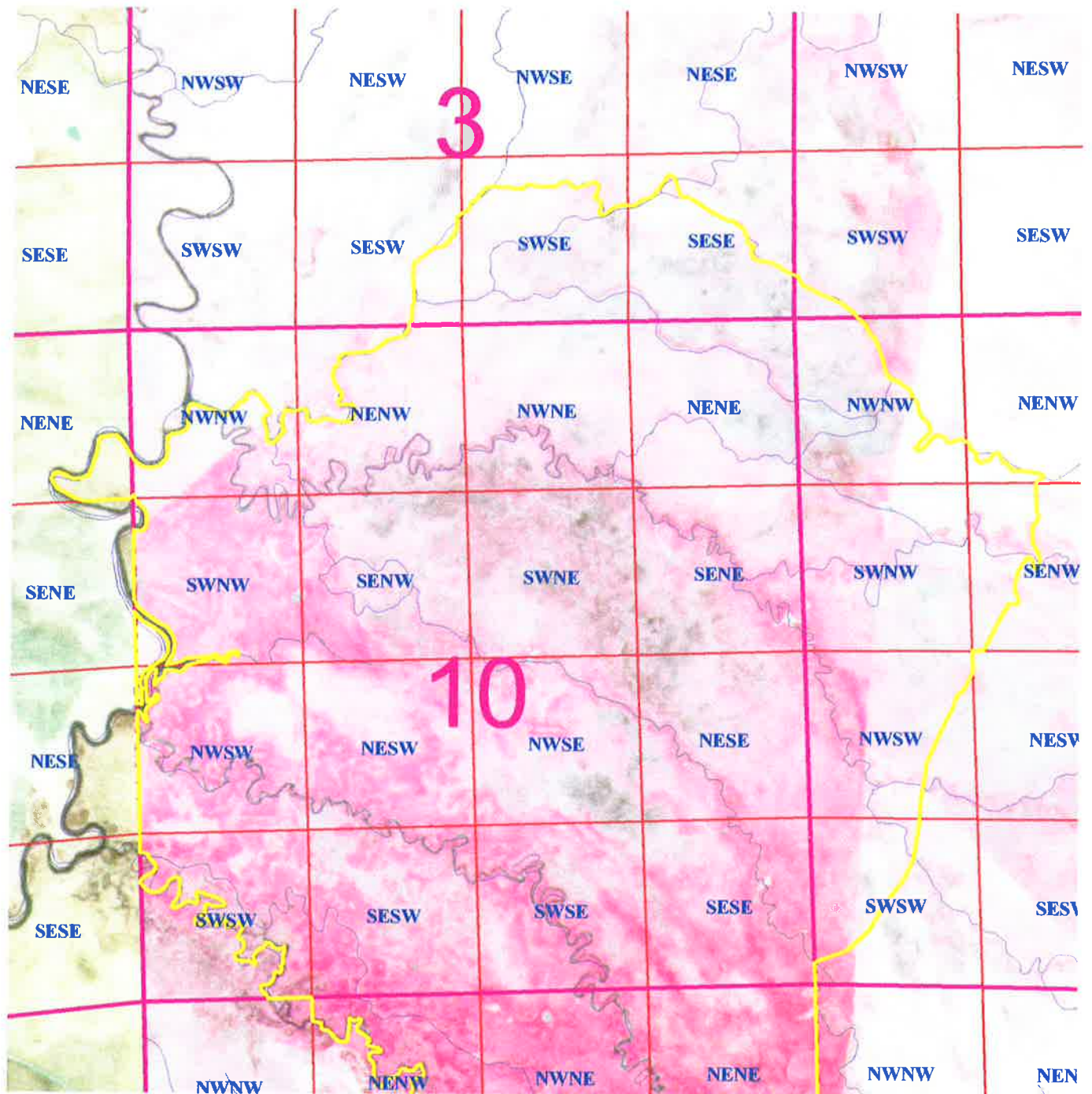
Water Right Claim Number 27-11269 Township , 7S44E

12/13/2000



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000

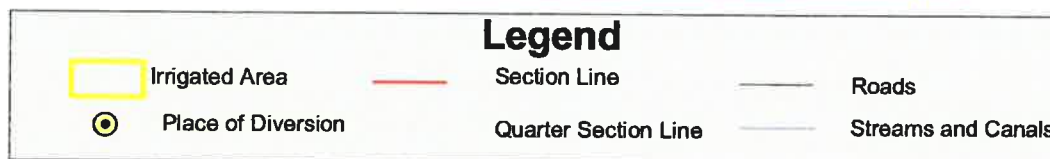
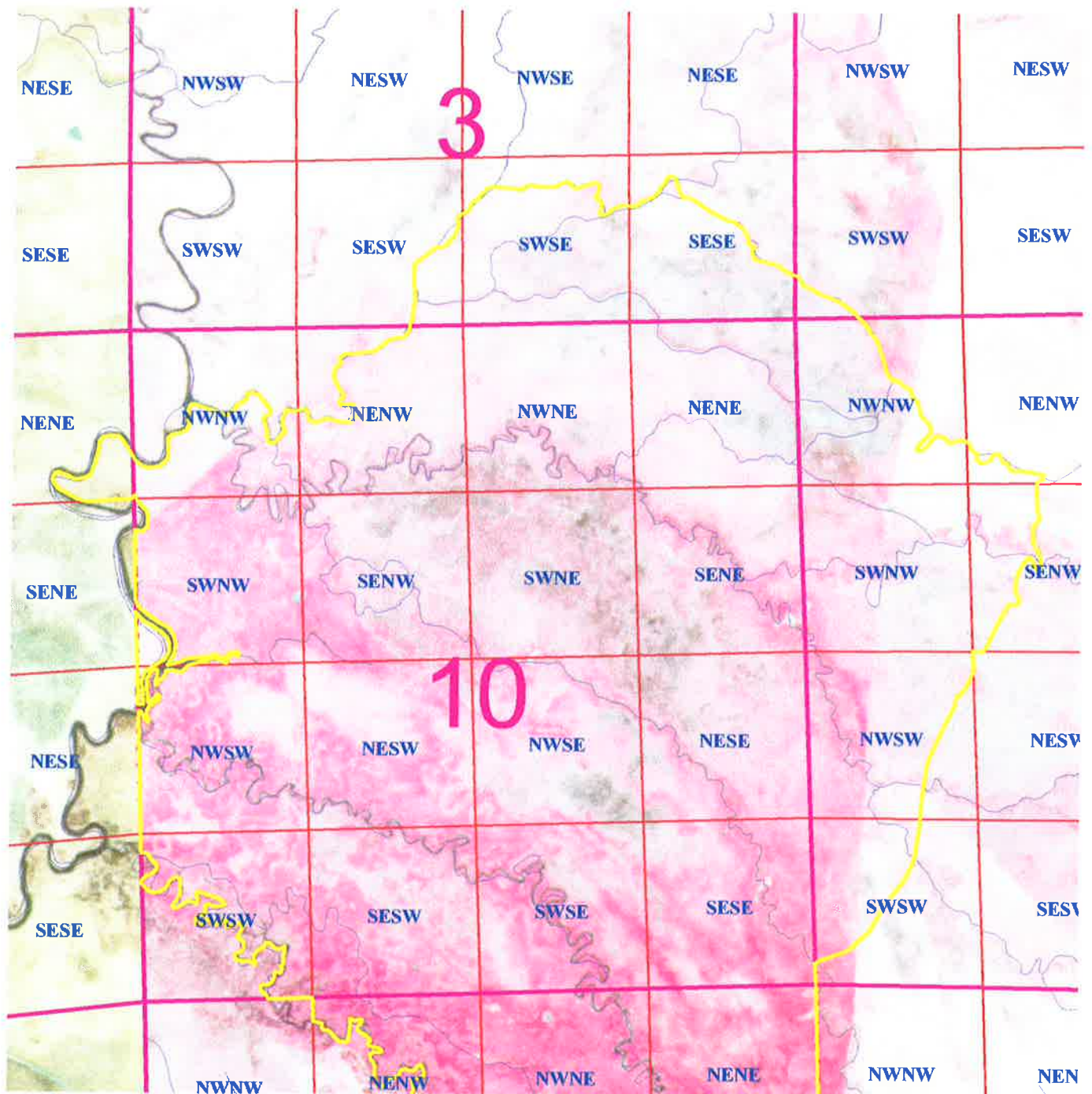


700 0 700 1400 Feet



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



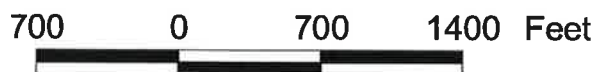
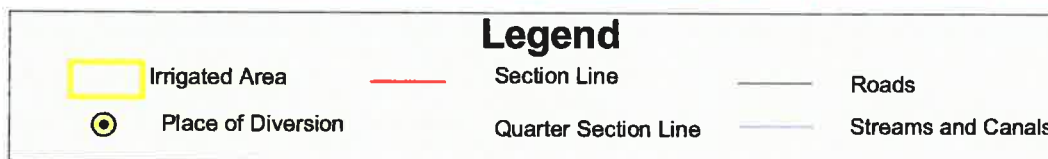
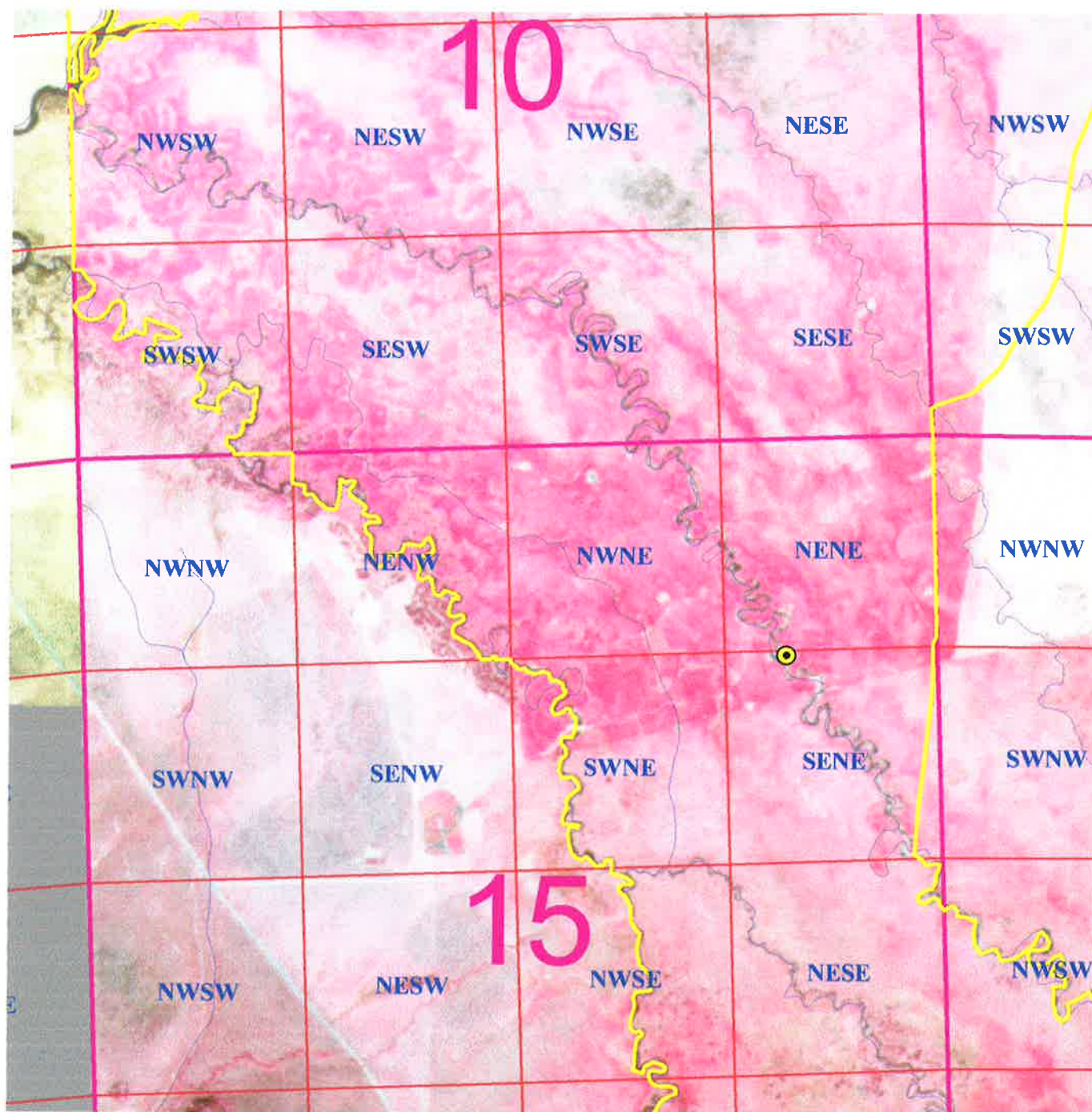
700 0 700 1400 Feet



 SPATIAL
DYNAMICS

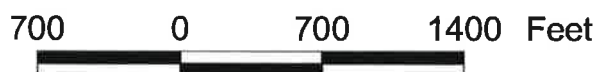
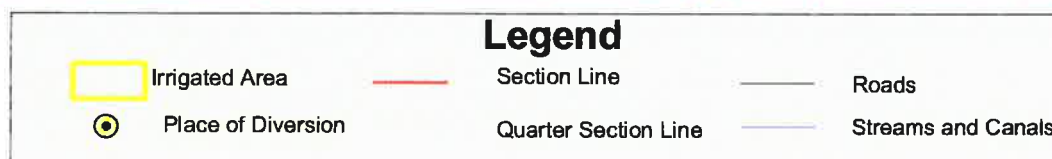
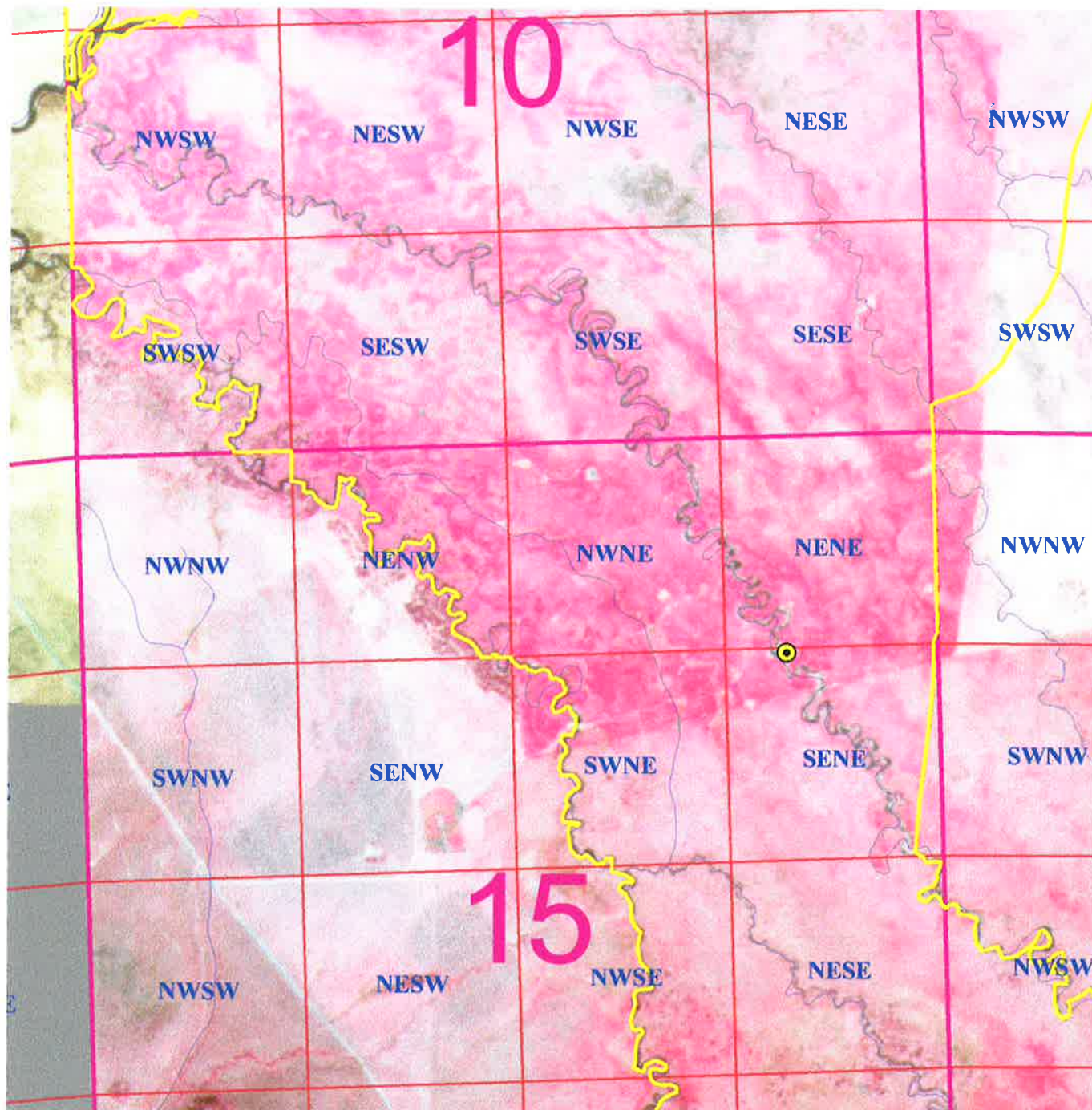
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



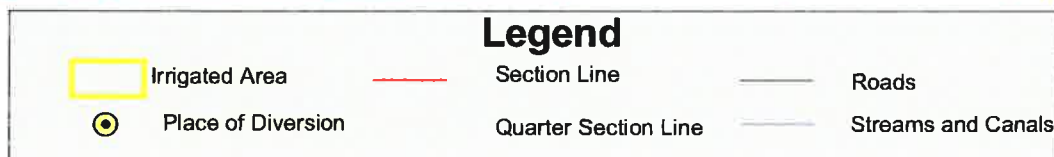
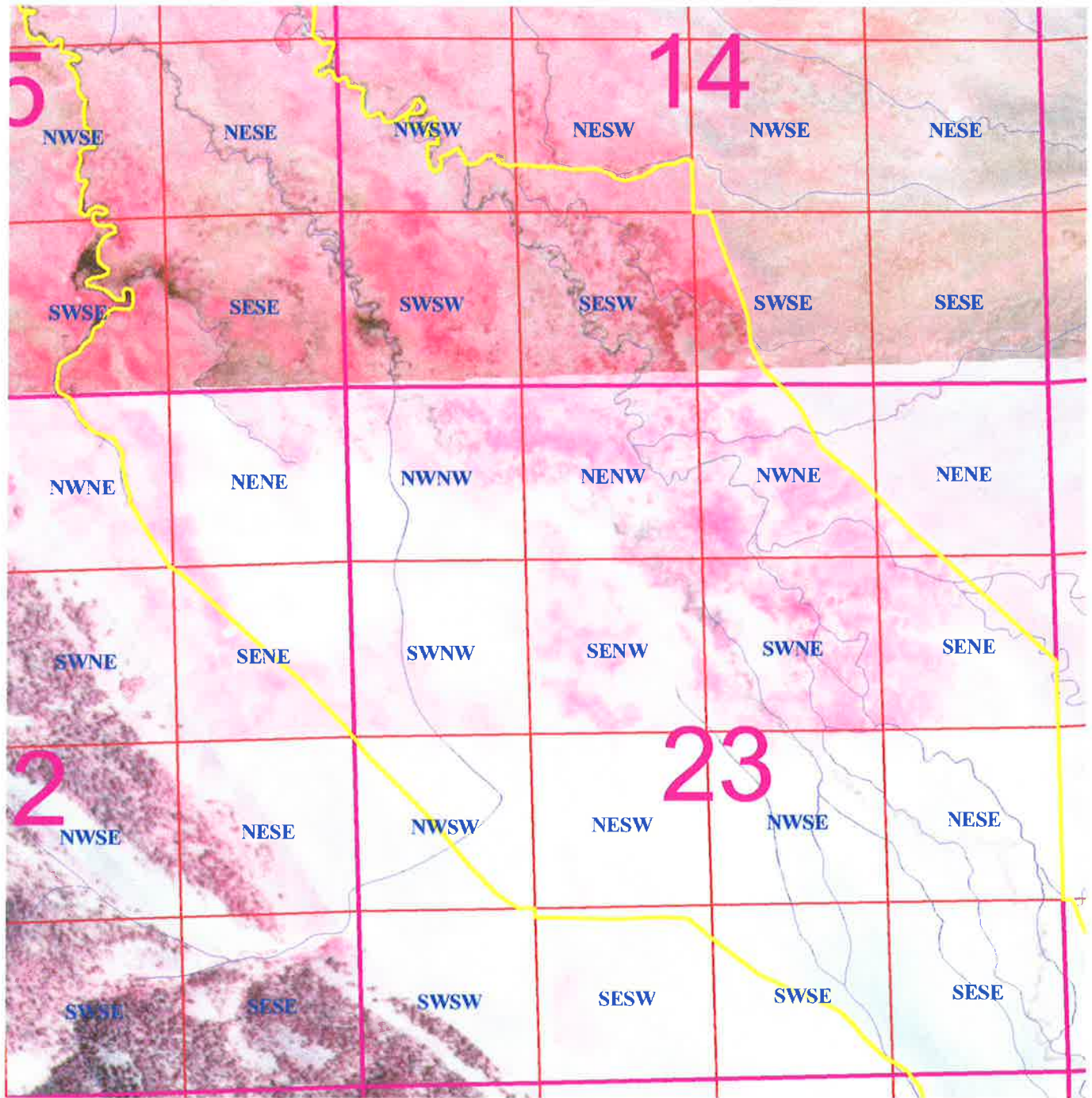
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



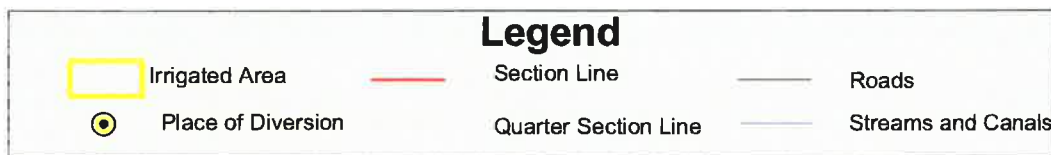
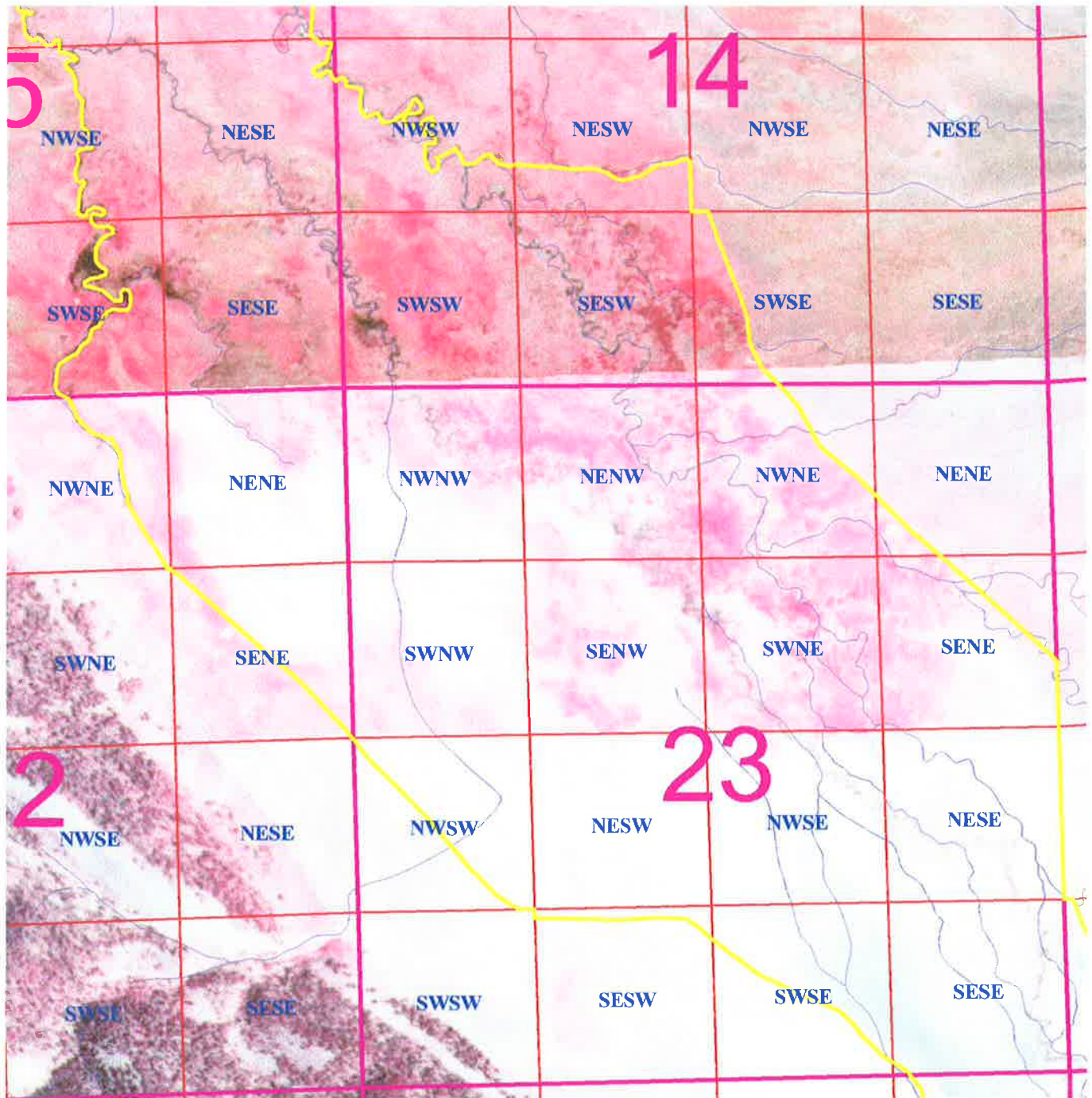
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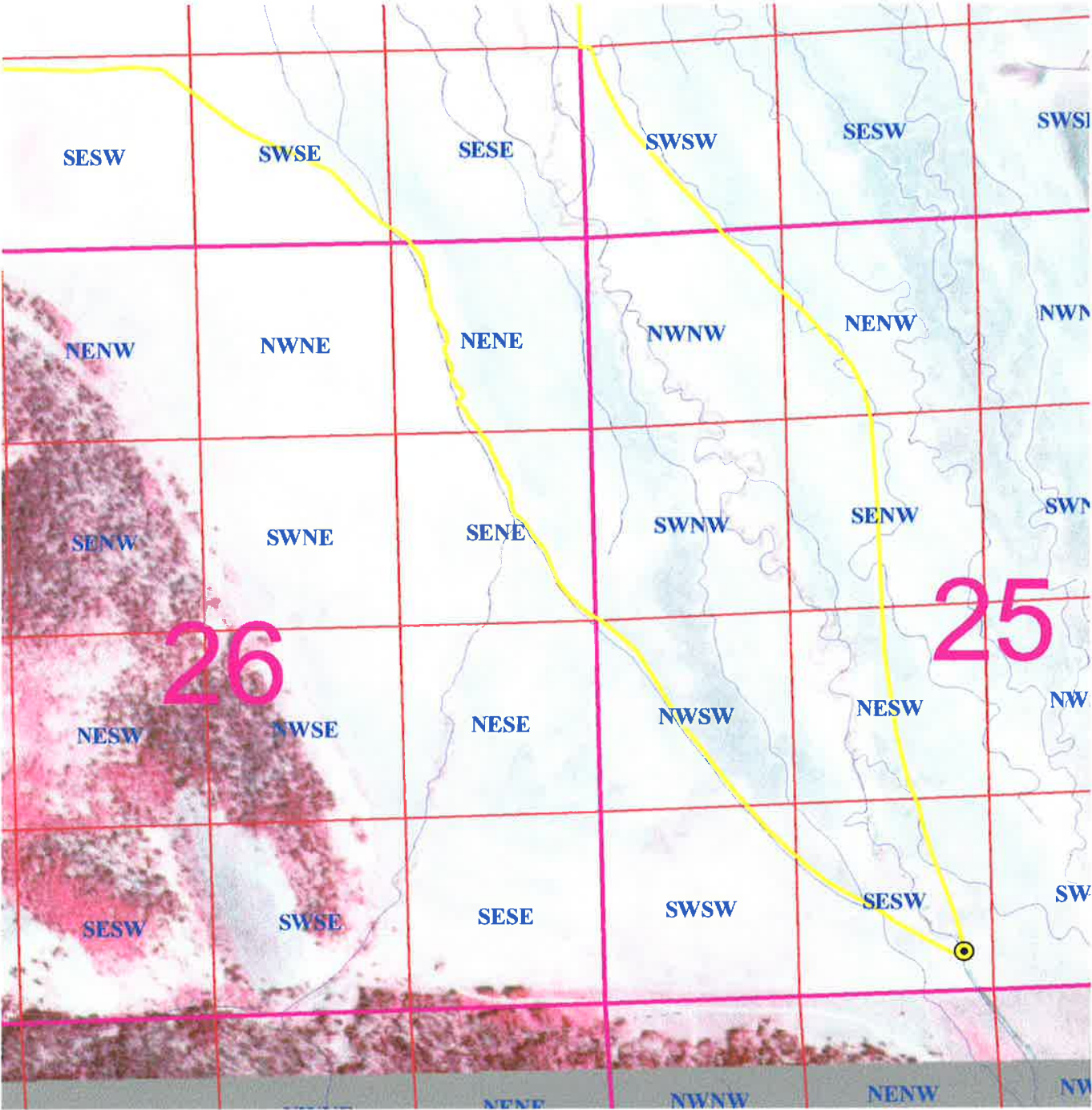
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



 Irrigated Area

 Section Line

 Roads

 Place of Diversion

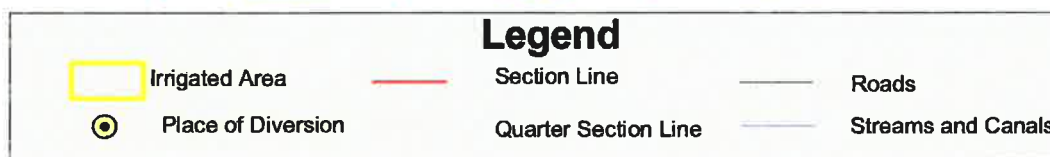
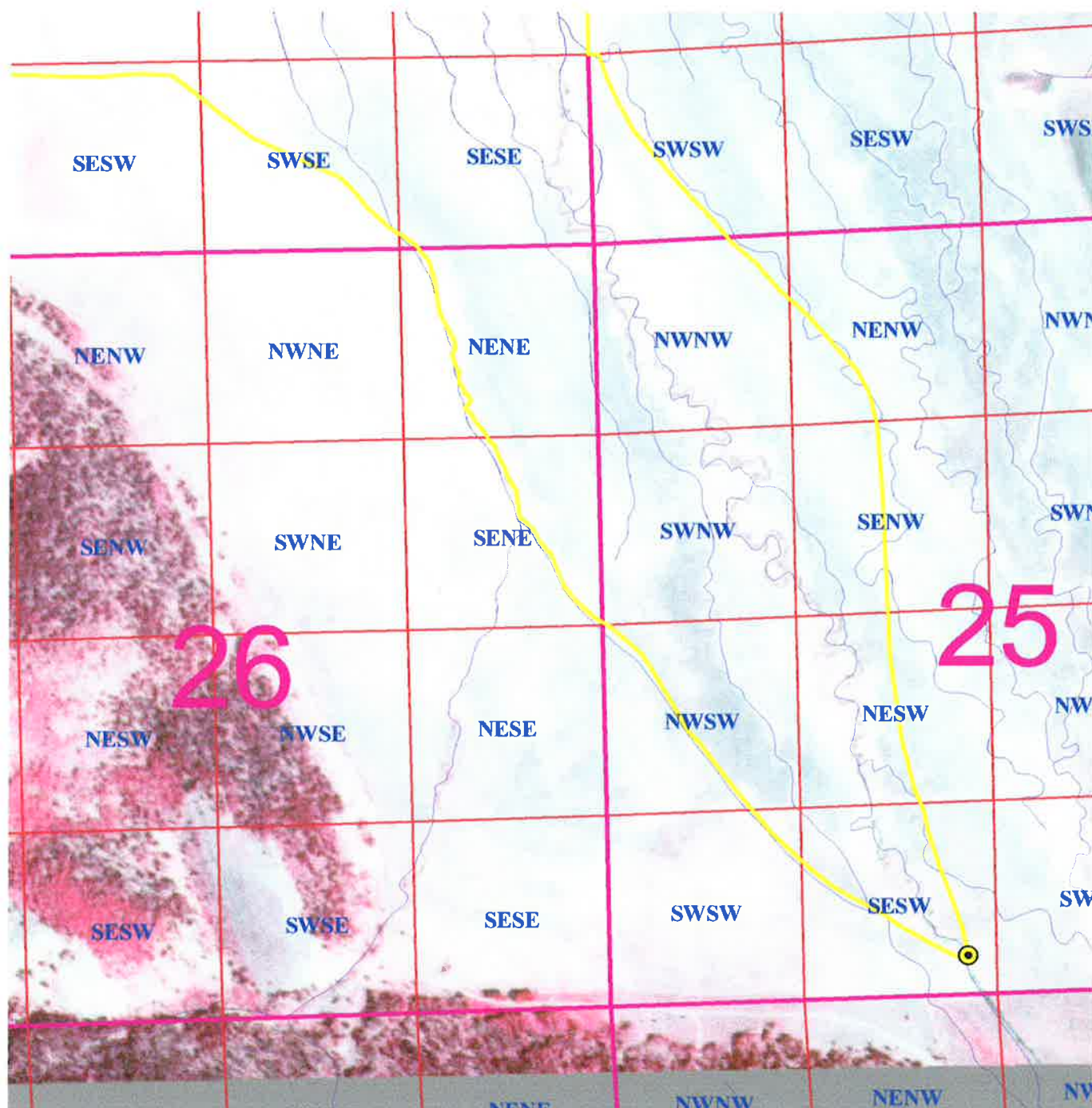
Quarter Section Line

 Streams and Canals



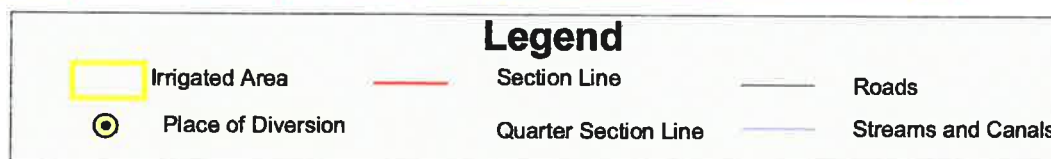
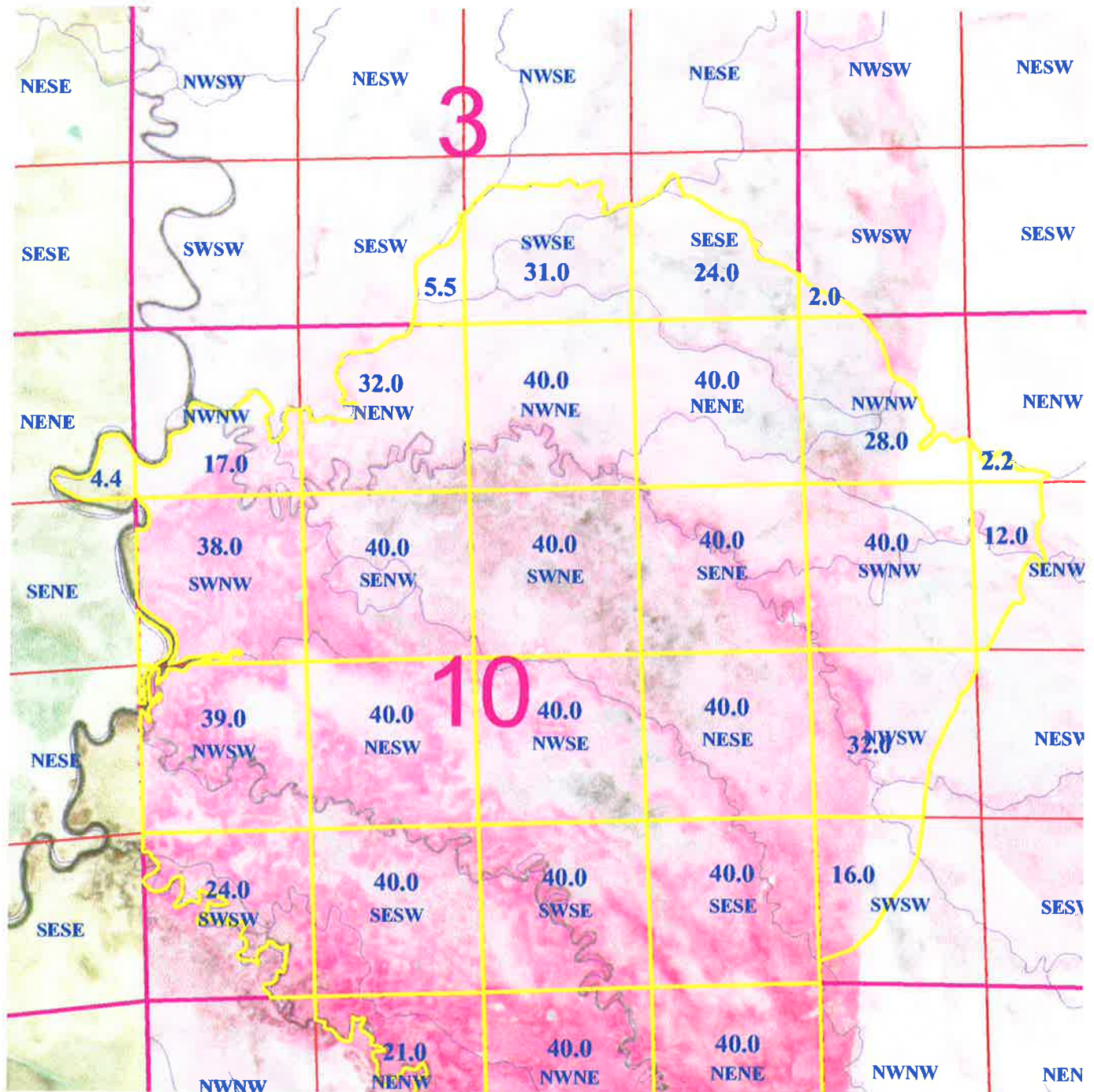
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



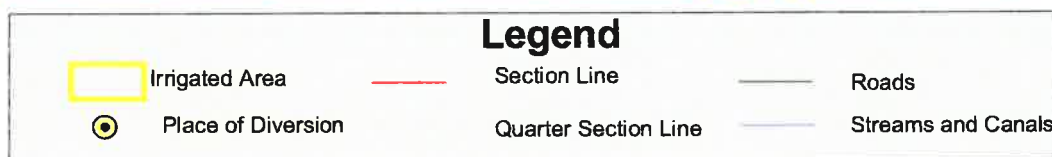
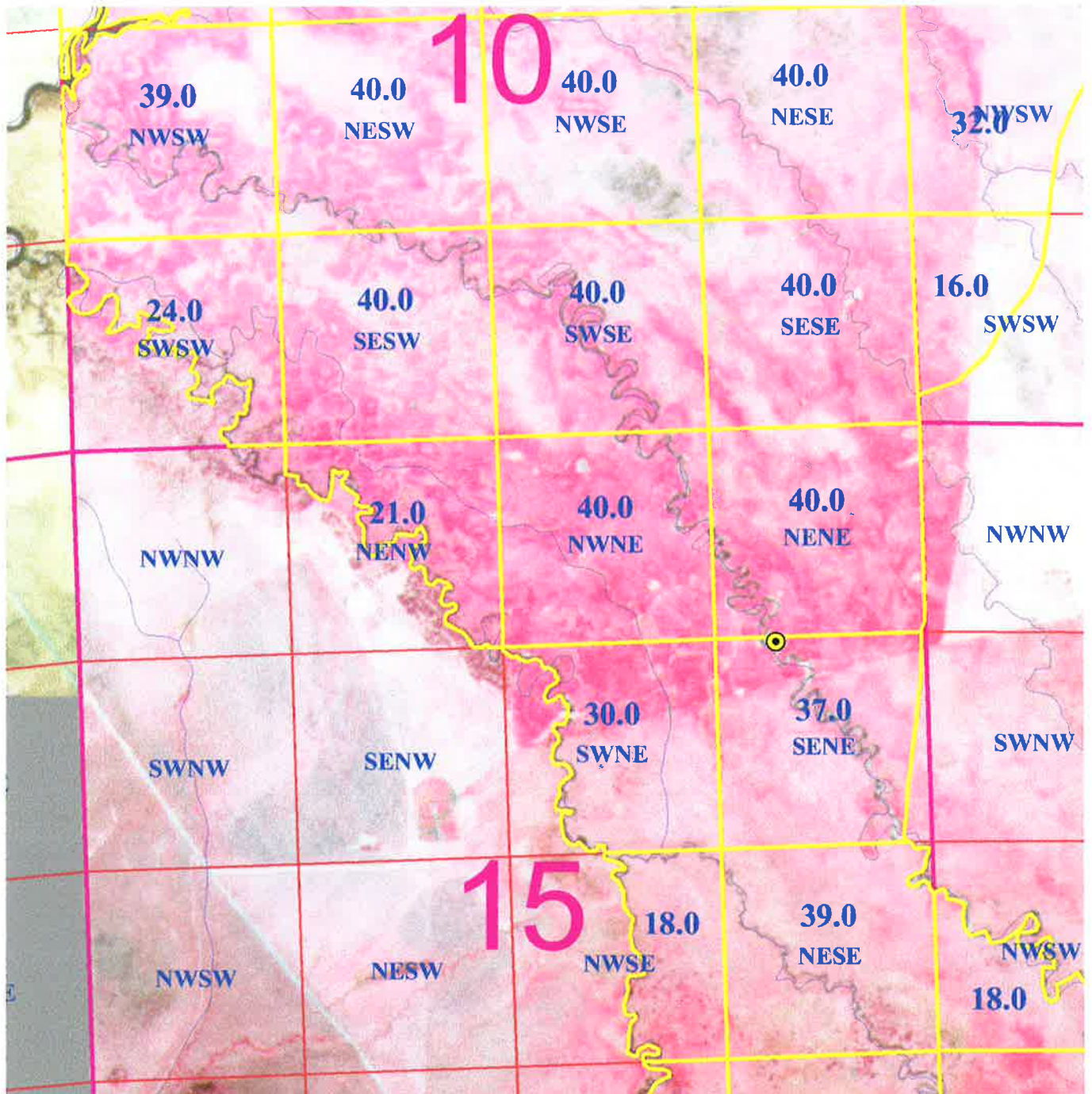
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DYNAMICS

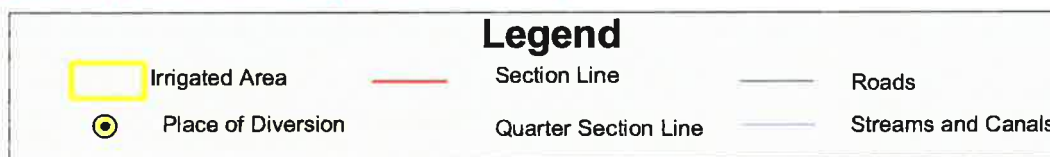
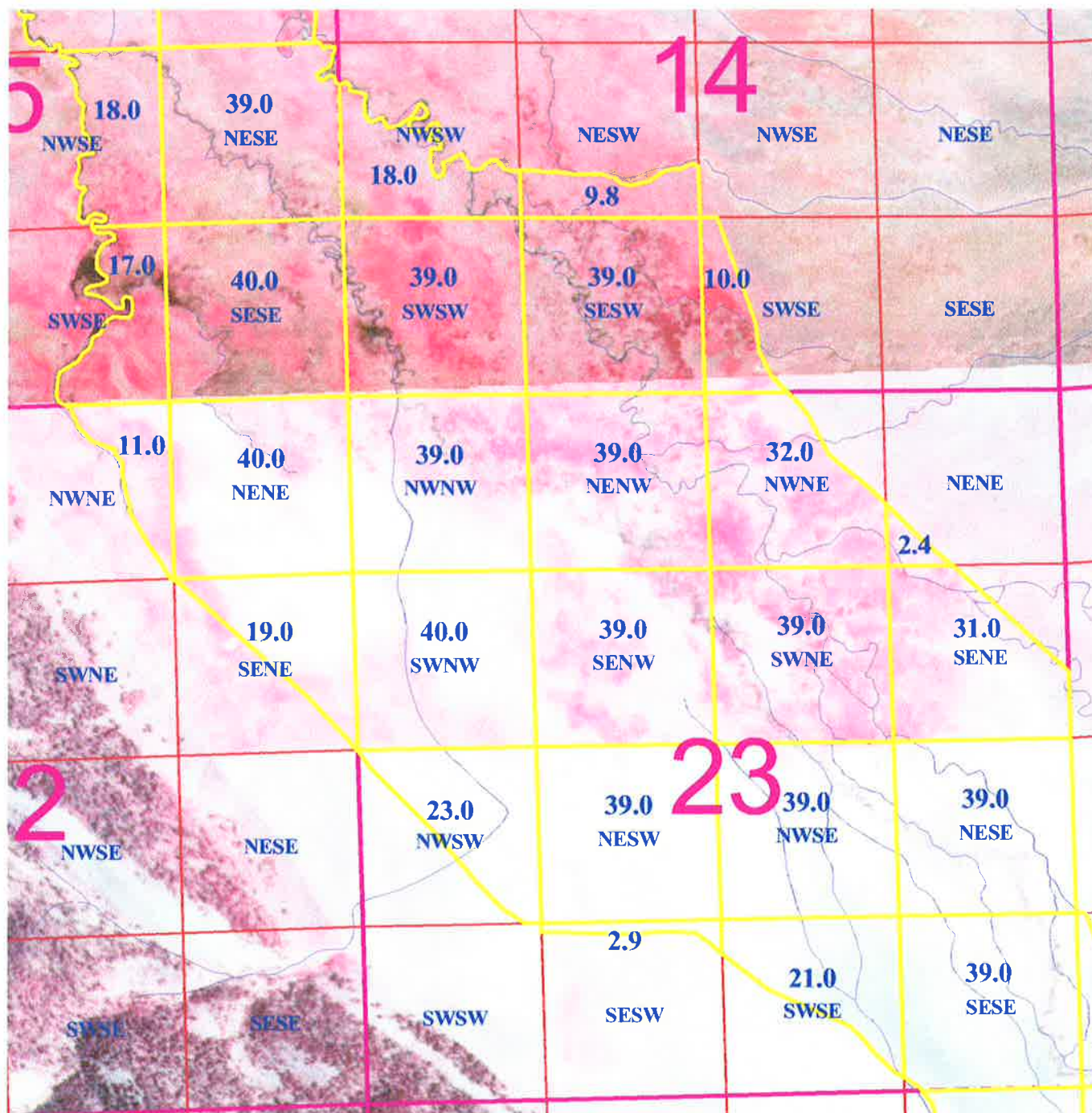
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



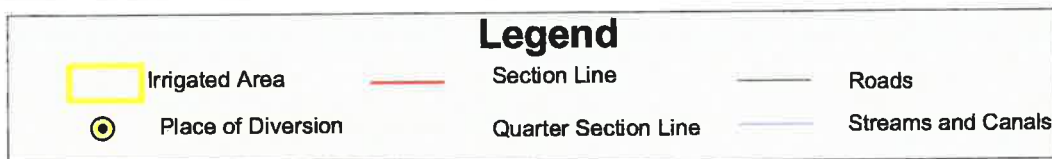
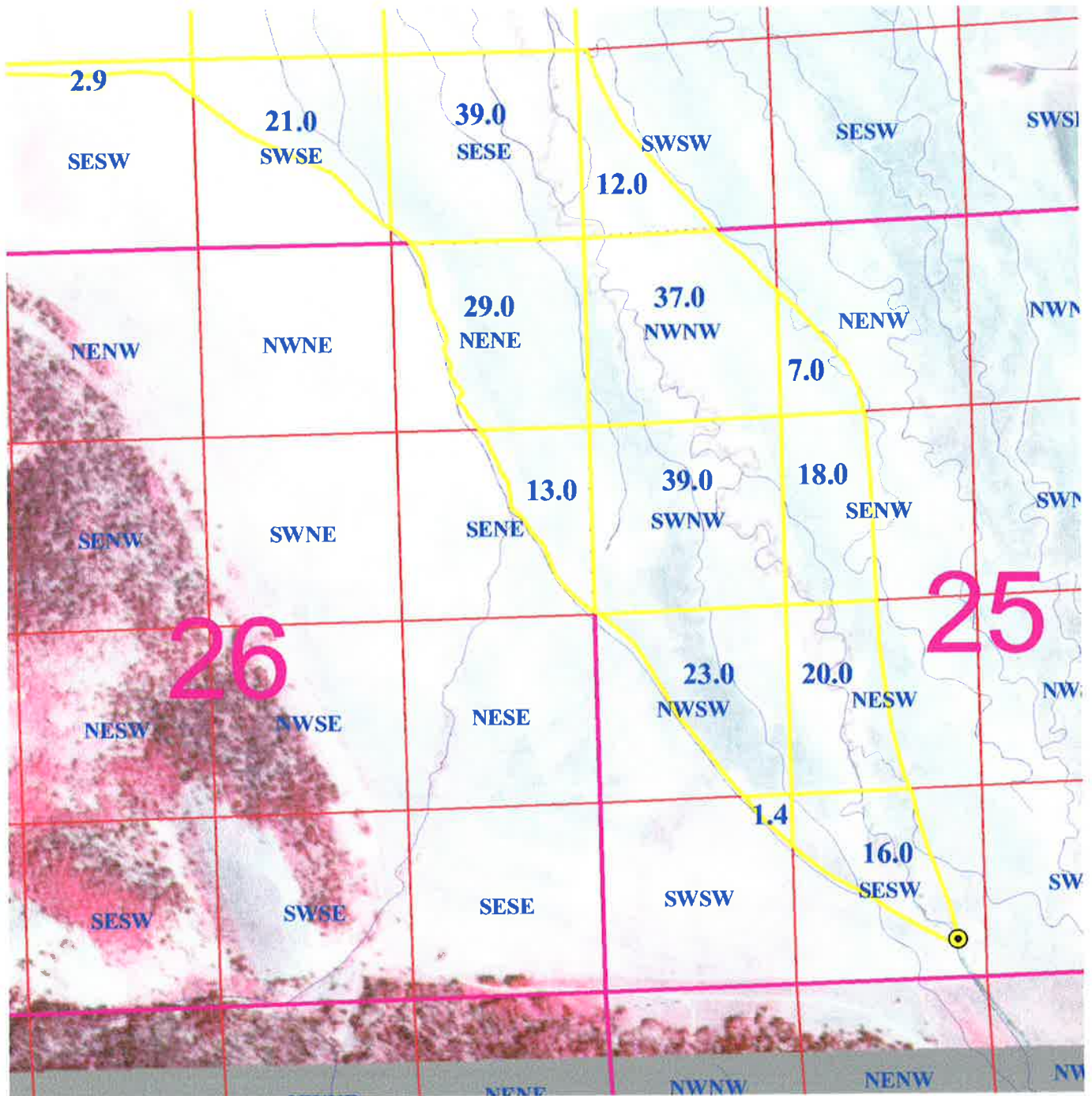
Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



Water Right Claim Number 27-11269
Township , 7S44E

12/13/2000



700 0 700 1400 Feet



 SPATIAL
DYNAMICS

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

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 27-11269

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

SEP 15 2011

By

Clerk

Deputy Clerk

NAME AND ADDRESS: BEAR LAKE GRAZING CO
C/O ROWDEEN KEETCH
3632 BENCH RD
MONTPELIER, ID 83254

SOURCE: DIAMOND CREEK TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 10.55 CFS

PRIORITY DATE: 10/11/1886

POINT OF DIVERSION: T07S R44E S15 SESENE Within Caribou County
SESENE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 07-01	10.55 CFS

PLACE OF USE:	Irrigation	Within Caribou County
	T07S R44E S10	
		SWNE 31.0 SENE 12.0
		NWNW 0.8 SWNW 33.0
		SENE 36.0 NESW 36.0
		NWSW 29.0 SWSW 18.0
		SESE 35.0 NESE 39.0
		NWSE 40.0 SWSE 30.0
		SESE 40.0
	S11	NWSW 2.8 SWSW 5.0
	S14	NWNW 5.5 SWNW 1.7
	S15	NENE 36.0 NWNE 36.0
		SWNE 16.0 SENE 29.0
		NENW 17.0
	528.8 Acres Total	

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

Notes

6/9/05 Faxed a copy of the Sale/lease to Allumet to Candice/Ray Williams to see if there is any issue on ownership.

6/22/05 Faxed a copy of posted Notice to Candice.

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PROFILE

Notes

7/11/03 Priority date Claimed the most Junior Priority date.

Source Matches the decree

Purpose SOU & diversion Matches the decree.
4/28/04 When these right decreed to this Pou?

4/29/04 Combines rights 27-60, 61, 62.
Priority date: OK.

27-60. 10-4-1886 11.2 cfs

27-61 10-11-1886 11.2 cfs

27-62 10-11-1886 4.0 cfs.

SOURCE - OK.

1. Pou changed - When? need evidence to support change.

Decreed T7S, R44E Section:

? S $\frac{1}{2}$ Sec. 23, W $\frac{1}{2}$ Sec. 24,

N $\frac{1}{2}$ SE, N $\frac{1}{2}$ SW sec. 25

S $\frac{1}{2}$ sec. 15

SW sec. 14.

NW sec. 23.

E $\frac{1}{2}$ NE - Sec. 22.

NE, NESE sec. 26.

Sec. 34 T7S, R43E.

5/5/04 Paul Rutch came in and brought some posted notice documents. It explained that the sources and decree numbers don't match CO.

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JUL 28 2005

References[Remedy](#)[Launch
ArcView](#)[Administrative
Rules](#)[Query
Tools](#)[Data
Entry
Standards](#)[Show Help](#)Screen ID
384Process:
Claim
Verification
Record
Step:
Update
Information

Quick Look	Contacts	Priority Date	POD	Source	POU	Water Use
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Review/Verify LogStatus Claim Number Version Number [View Documents](#)**Check List**[Print Form](#)☒ Priority Date☒ Contacts☐ Point of Diversion☒ Source☐ Place of Use☒ Purpose of Use☐ Period of Use☐ Quantity☐ Summary[Yes to All](#)

Contacts

CommentsAuthor

Text

Subj Date - - [Add](#)[Edit](#)[Remove Selected](#)[Hide References](#)[Next Step](#)[Return to Home](#)[Previous
Steps:](#)[Select Claim](#)Screen
ID
384**PROFILED****SCANNED
JUL 28 2005**

Contacts Data Entry Form

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____

Current Owner: Bear Lake Grazing Co 847-0636

Name connector: and _____, or _____, and/or _____

Current Owner: 1/0 Rowdeen Keetch

Current Owner: 3632 Bench Rd.
Montpelier, ID 83254

Representing Attorney: _____ Phone Number: _____

Accompanied By: Paul Keetch Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: 10/13/05 Time: _____

Directions to Property (if different from above) and/or update owner information:

Bear Lake doesn't own the
property but does own w/R.

Reviewer: CB

Date: 11/6/05

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Contacts Data Entry Form

Priority DateClaim No. 27-11269

1. Should this water use have been included in a later court decree of the water rights from this source? Yes ☐ No ☒
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes ☐ No ☐
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes ☐ No ☐
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes ☒ No ☐
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes ☒ No ☐
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes ☒ No ☐
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes ☐ No ☐
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes ☐ No ☐
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes ☐ No ☐
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes ☒ No ☐
If Yes, go to 16
If No, Enter the appropriate basis of claim.
16. Is a Priority Date remark and/or condition required? Yes ☐ No ☒
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

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*duvall***SCANNED**
JUL 28 2005**Priority Date**

Point of Diversion and Source Data Entry Form

Claim Number: 27-11269.

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____. County:_____

Source:_____ Tributary:_____

Claimed Point of Diversion: T____, R____, Sec.____,____,____,____. County:_____

Source:_____ Tributary:_____

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____. County:_____

Source:_____ Tributary:_____

☐ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
7S	44E	15		SESENE	Caribou	Diamond crk.

GPS Coordinates: 42.8148150 -111.291600

DMPCK2

7S	44E	15		SESENE	Caribou	Diamond crk.
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GPS Coordinates: 42.8149223 -111.2917990

DMPCK1

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

link 27-11269 pod. shp.field exam 10/13/05Transfers Changing POD noReviewer: CBDate: 7/19/05PROFILE SCANNED
JUL 28 2005

Place Of Use Data Entry Form

Claim Number: 27-11269☐ Use Claimed POU as Recommended POU

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
7S	44E	10						
		15						
		11						
		14						

Total Acres 527.6 acs.

Document how the POU was verified:

link 27-11269. slp.

Transfers Changing POU NoReviewer: CB

SCANNED

Date:

7/19/05

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JUL 28 2005

Place of Use

Claim No. 27-11269

1. Is the basis of claim a Decree or License?
If Yes, go to 2a
If No, go to 2b
Yes (☒) No (☒)
- 2a. Is a POU required?
If Yes, go to 5
If No, go to 14
Yes (☒) No (☐)
- 2b. Is a POU required?
If Yes, go to 3
If No, go to 14
Yes (☐) No (☐)
3. Is the basis of claim a Permit or Application?
If Yes, go to 4
If No, go to 7
Yes (☐) No (☐)
4. Has the License been issued?
If Yes, go to 6
If No, recommend the POU as shown on the Permit. Go to 14
Yes (☐) No (☐)
5. Does the parent right have a POU?
If Yes, go to 6
If No, go to 7
Yes (☒) No (☐)
6. Can the claimed POU be verified using the water right file?
If Yes, recommend the POU as shown in the water right file. Go to 14
If No, go to 7
Yes (☐) No (☒)
7. Is there evidence that there has been a change in the POU?
If Yes, go to 8
If No, go to 13
Yes (☒) No (☐)
8. Can the change be verified as an accomplished transfer?
If Yes, add condition C05, go to 13
If No, go to 9
Yes (☒) No (☐)
9. Does the change include an enlargement of the POU?
If Yes, describe the evidence that supports that there has been an enlargement in the POU. Go to 10
If No, describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed POU can be recommended. Go to 12
Yes (☐) No (☐)
10. Was an enlargement claim filed?
If Yes, go to 13
If No, notify claimant that an enlargement claim is necessary. Go to 11
Yes (☐) No (☐)
11. Did the claimant file an enlargement claim?
If Yes, go to 13
If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13
Yes (☐) No (☐)
12. Was a transfer filed?
If Yes, recommend the POU as shown on the approved transfer. Go to 14
If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13
Yes (☐) No (☐)
13. Does the file contain all of the necessary information to verify the POU?
If Yes, go to 14
If No, collect the necessary information. Conduct field exam if necessary. Go to 14
Yes (☒) No (☐)
14. Is a POU remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. POU review is complete.
If No, POU review is complete.
Yes (☐) No (☒)

Place of Use

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Purpose of Use Data Entry Form

Claim Number: 27-11269☒ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Document how the Purpose of Use was verified:

Transfers Changing Purpose of Use _____

Reviewer: CB

SCANNED

Date:

7/19/05

JUL 28 2005

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Period of Use and Quantity Data Entry Form

Claim Number: 27-11269☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/15	7/1	10.55	

Overall Diversion Rate 10.55 Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

1987 Aerial Photography

Reviewer: CB

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JUL 28 2005

Date: 7/19/05

Period of Use and Quantity Data Entry Form

1. Is the basis of claim a Decree or License? Yes ☒ No ☐
If Yes, go to 4
If No, go to 2
2. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 3
If No, go to 6
3. Has the License been issued? Yes ☐ No ☐
If Yes, go to 5
If No, recommend the Period of Use as shown on the Permit. Go to 18
4. Does the parent right have a Period of Use? Yes ☒ No ☐
If Yes, go to 5
If No, go to 6
5. Can the claimed Period of Use be verified using the water right file? Yes ☒ No ☐
If Yes, go to 14
If No, go to 6
6. Is there evidence that there has been a change in the Period of Use? Yes ☐ No ☐
If Yes, go to 7
If No, go to 12
7. Does the change include an enlargement in the Period of Use? Yes ☐ No ☐
If Yes, go to 9
If No, go to 8
8. Can the change be recommended as an accomplished transfer? Yes ☐ No ☐
If Yes, add Condition C10. Describe the evidence that supports the change occurred after 11-19-1987. Go to 12
If No, notify claimant that a transfer is necessary. Go to 11
9. Was an enlargement claim filed? Yes ☐ No ☐
If Yes, go to 12
If No, notify claimant that an enlargement claim is necessary. Go to 10
10. Did the claimant file an enlargement claim? Yes ☐ No ☐
If Yes, go to 12
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
11. Was a transfer filed? Yes ☐ No ☐
If Yes, go to 14
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
12. Does the file contain all of the necessary information to verify the Period of Use? Yes ☐ No ☐
If Yes, go to 13
If No, collect the necessary information. Conduct field exam if necessary. Go to 13
13. Is the basis of claim a decree, license or a transferred beneficial use right that has had the Period of Use administratively determined? Yes ☐ No ☐
If Yes, go to 14
If No, go to 15
14. Is irrigation claimed as a purpose of use? Yes ☒ No ☐
If Yes, go to 16
If No, recommend the Period of Use of the parent right. Go to 18
15. Is irrigation claimed as a purpose of use? Yes ☐ No ☐
If Yes, recommend the "standard" Period of Use for the location of the POU. Go to 18
If No, the Period of Use is usually recommended as claimed. Go to 18
16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? Yes ☒ No ☐
If Yes, go to 17
If No, recommend the Period of Use of the parent right. Go to 18
17. Was the Period of Use shortened by a Transfer to a "standard" Period of Use that is shorter than the current standard Period of Use? Yes ☐ No ☒
If Yes, recommend the current standard Period of Use if the Period of Use of the parent right prior to the transfer was not established, equal to, or longer than the current standard. If the Period of Use of the parent right prior to the transfer was shorter than the current standard, recommend the Period of Use of the parent right and add the appropriate shoulder remark. Consult attorney assigned to the Basin if the Period of Use was an element transferred. Go to 18
If No, recommend the Period of Use of the parent right. Add appropriate shoulder remark. Go to 18
18. Is a Period of Use remark and/or condition required? Yes ☐ No ☒
If Yes, enter the appropriate remark and/or condition. Period of Use review is complete.

Period of Use

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Quantity

Claim No. 27 - 11269

1. Is the basis of claim a Decree or License?

If Yes, go to 4

If No, go to 2

Yes (☒) No (☐)

2. Is the basis of claim a Permit or Application?

If Yes, go to 3

If No, go to 6

Yes (☐) No (☐)

3. Has the License been issued?

If Yes, go to 5

If No, recommend the Quantity shown on the Permit. Go to 11

Yes (☐) No (☐)

4. Does the parent right have a diversion rate and/or volume?

If Yes, go to 5

If No, go to 7

Yes (☒) No (☐)

5. Can the claimed diversion rate and/or volume be verified using the water right file?

If Yes, go to 8

If No, go to 7

Yes (☒) No (☐)

6. Is the basis of claim a posted notice?

If Yes, consult the attorney assigned to the Basin. Go to 7

If No, go to 7

Yes (☐) No (☐)

7. Is a flow measurement required?

If Yes, attach all related measurement documents. Describe the flow measurement that was made. Go to 9

If No, describe why a flow measurement is not required. Go to 9

Yes (☐) No (☐)

8. Does the parent right have an annual diversion volume limit?

If Yes, go to 10

If No, go to 9

Yes (☐) No (☒)

9. Is the source Ground Water and does the purpose of use require a diversion volume limit?

If Yes, go to 10

If No, go to 11

Yes (☐) No (☒)

10. Is irrigation a purpose of use?

If Yes, view the map of field irrigation requirements. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

Yes (☒) No (☐)

11. Has a diversion volume limit for this water use been established by a decree, license or transfer?

If Yes, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, go to 12

Yes (☐) No (☐)

12. Is a Quantity remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Quantity review is complete.

If No, quantity review is complete.

Yes (☐) No (☒)

Quantity

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1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?

If Yes, go to 2
If No, go to 3

Yes (☒) No (☐)

2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?

If Yes, consult the attorney assigned to the Basin. Document the period of time the right or portion of the right was not used. Go to 4
If No, status will be set as Active. Go to 5

Yes (☒) No (☐)

3. Is the water being used for all of the purposes claimed and to the extent claimed?

If Yes, status will be set as Active. Go to 5
If No, consult the attorney assigned to the Basin. Recommend only the uses found and limit the elements of those uses to the extent of the beneficial use found. Go to 4

Yes (☐) No (☐)

4. Is any portion of the claim being recommended?

If Yes, status will be set as Active. Go to 5
If No, claim will be disallowed. Enter the appropriate condition code. Status will be set as Disallowed. Go to 5

Yes (☒) No (☐)

5. Does this right have any combined used limits with other rights?

If Yes, go to 6
If No, go to 6

Yes (☐) No (☒)

6. Is an additional remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Go to 7
If No, go to 7

Yes (☒) No (☐)

7. Would you like to view the recommended right?

If Yes, go to 8
If No, the review is incomplete. The recommendation must be viewed to complete the review.

Yes (☒) No (☐)

8. Is this a "split" or "combined" right?

If Yes, go to the Update Pedigree Process in Workflow when the review is complete. Do any necessary data entry. Go to 9
If No, go to 9

Yes (☒) No (☐)

9. Do you have documents you would like to attach or link to the file?

If Yes, go to PowerDOCS and profile the documents. Go to 10
If No, go to 10

Yes (☐) No (☒)

10. Would you like to set the verification date?

If No, the review is incomplete. The recommendation must be verified to complete the review.

Yes (☒) No (☐)

Summary

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JUL 28 2005

Claim No.

27-11269-

Summary Data Entry Form

Remarks and Conditions (Include Type, Category and Code if applicable):

PIS Exp. Remark Combines 27-60, 61, 62

C18

C05

~~ADD A NOTE:~~ Bear Lake Grazing Co
 doesn't own ^{Part of} the underlying property but
 does own the w/R. See deed dated 4-25-1988
 from Bear Lake to alumet.

Split or Combined Right Analysis:

This doesn't apply to the ground under
 the recommendation.

Combined 27-60, 61, 62

Attached Field Notes or Other Documents:

Claim No.:

27-11269

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Reviewer

JUL 28 2005

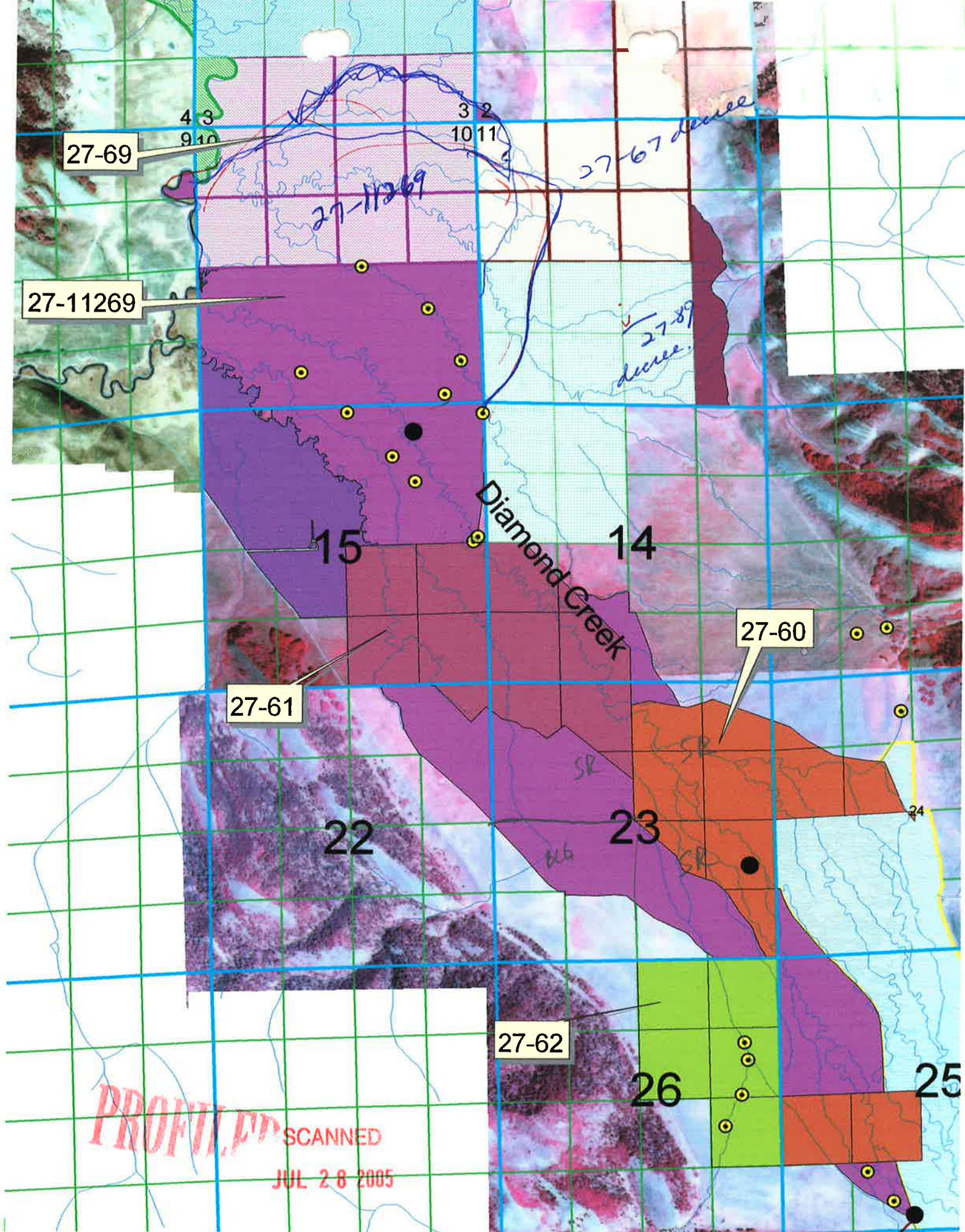
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Date

7/11/05

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27-11269 combines 27-60, 27-61 + 27-62.

claimed
POD.

7-69

4 3
9 10

3 2
10 11

27-11278

1269

15

14

Diamond Creek

22

23

24

26

25

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27-11269.

27-11269 T4SR44E

<u>10</u> NWNW	0.8
<u>10</u> SWNW	32.5
SENW	35.6
SWNE	31.2
SENE	11.5
NWSW	$10.1 + 18.9 = 29.0$
NESE	$0.6 + 35.4 = 36.0$
SWSW	18.4
SESW	$34.2 + 0.4 = 34.6$
NWSE	39.8
NESE	38.9
SWSE	$10.7 + 19.3 = 30.0$
SESE	39.9
<u>11</u> NWSW	2.8
SWSW	5.0
<u>14</u> NWNW	5.5
SWNW	1.7
15 NENW	17.0
NWNE	$34.3 + 1.5 = 35.8$
NE NE	$1.3 + 34.9 = 36.2$
SWNE	16.0
SENE	$17.7 + 11.6 = 29.3$
	527.5
527.6	

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JUL 28 2005

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15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of Water Resources

Fax

To: Candice McHugh From: Cindy Bird
Fax: 1-208-287-6701 Pages: 2
Phone: 287-4870 Date: 6/22/05
Re: Joseph Watkins CC:

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

• Comments:

Posted Notice for Joseph Watkins

FAXED
6/22/05
8:12 AM CB

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JUL 28 2005

Bird, Cindy

From: McHugh, Candice
Sent: Tuesday, June 21, 2005 2:46 PM
To: Bird, Cindy; Williams, Ray
Subject: RE: Steven's Decree

Finally I'm able to get around to this. Can you email me a copy of the posted notice? Thanks

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

From: Bird, Cindy
Sent: Thursday, June 09, 2005 1:30 PM
To: McHugh, Candice; Williams, Ray
Subject: Steven's Decree

good afternoon,

In the land list for the Steven's decree on page 10. It appears that Joseph Watkins is decreed 600 inches of water out of Diamond ~~Creek~~ but I couldn't find in the decree? Does he have a water right for 600 inches? The reason I'm asking is because I also found a posted notice document for Joseph Watkins with the same priority date as in the decree.

Thanks,
Cindy

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JUL 28 2005

Bird, Cindy

From: McHugh, Candice
Sent: Friday, July 01, 2005 11:12 AM
To: Peppersack, Jeff
Cc: Bird, Cindy; Carlsen, Ernie
Subject: RE: 27-11269 and 27-11280

Let's just make a note in the notes section about the nature of the ownership of the water right and not use any remark/condition so we are consistent.

I suggest just noting that Bear Lake Grazing owns the water right but does not own the underlying property . . . see Deed dated _____ from Bear Lake to Alumet.

Candice

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

From: Peppersack, Jeff
Sent: Thursday, June 30, 2005 5:04 PM
To: McHugh, Candice
Cc: Bird, Cindy; Carlsen, Ernie
Subject: RE: 27-11269 and 27-11280

We don't have a standard condition or remark. I don't know of a case where we've applied any condition in similar circumstances.

Jeff

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

From: McHugh, Candice
Sent: Thursday, June 30, 2005 3:40 PM
To: Bird, Cindy
Cc: Carlsen, Ernie; Peppersack, Jeff
Subject: 27-11269 and 27-11280

Bear Lake owns the water rights even though they don't own the underlying property; nothing appears to prove the contrary and Alumet's (sp?) sale to Simplot shouldn't alter that. We should note on the water right (in explanatory conditions) that Bear Lake owns the water right even though they do not own the underlying property but are using the property pursuant to a lease. I'm wondering if we already have a "condition or remark" that addresses this special situation? I'm ccing Jeff Peppersack for his input on that.

Candice

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JUL 28 2005

PROFILE

DEED

104679

THIS DEED is made on this 25th day of April, 1980, by BEAR LAKE GRAZING COMPANY, a limited partnership, with its principal office in Montpelier, Bear Lake County, Idaho, herein referred to as "Grantor," and ALUMET, a partnership and joint venture also known as Alumet company, duly authorized to transact business in the State of Idaho, with its principal place of business located at 481 East Hooper, Soda Springs, Caribou County, Idaho, herein referred as "Grantee."

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is acknowledged, hereby conveys and grants to Grantee the following described real property situate in Caribou County, Idaho:

The S 1/2 of Sec. 24, W 1/2, SE 1/4 of Sec. 25, NE 1/4, E 1/2 of SE 1/4 of Sec. 26, T7S R44E, B.M., containing 1,040 acres, more or less.

Together with a 100 foot wide strip of land through Secs. 23, 22, 15 and 10, T7S, R44E, B.M., the center line of which is more particularly described as follows:

Commencing at a point approximately 150 feet in an Easterly direction from the South 1/4 corner of Sec. 23, T7S, R44E, B.M., along the South boundary of said section to the point of beginning;

Thence, N. 43°30' W., approximately 2,960 feet to the point of curvature of a curve to the left having a central angle of 12°15' and a radius of approximately 4,610 feet; thence Northwesterly approximately 985 feet along the arc of the curve;

Thence, N. 55°45' W., approximately 1,720 feet to the point of curvature of a curve to the right having a central angle of 22°15' and a radius of approximately 2,440 feet; thence Northwesterly approximately 950 feet along the arc of the curve;

Thence N. 33°30' W., closely paralleling the county road for approximately 4,700 feet to the point of curvature of a curve to the right having a central angle of 33°00' and a radius of approximately 1,540 feet; thence Northerly approximately 890 feet along the arc of the curve;

Thence N. 0°30' W. approximately 6,030 feet to the point of curvature of a curve to the left having a central angle of 57°30' and a radius of approximately 380 feet; thence Northwesterly approximately 380 feet along the arc of the curve;

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Thence, N. 58°00' W., approximately 160 feet to the Southeast corner of Sec. 4, T7S, R44E., B.M. said point being the point of ending.

Containing 43 acres more or less.

Bearings are based on true North from the U.S.G.C. quadrangle sheet for Upper Valley, Idaho.

Grantor, however, expressly excepts and reserves to itself all surface water and water rights now owned by Grantor and appurtenant to the land conveyed. Grantor also excepts and reserves all oil and gas rights, including the right to explore for and produce the same. As to approximately 40 acres of said above described land, which said 40 acres is included within the terms of a lease to one John Archer, dated May 11, 1964, the conveyance is made subject to the terms of the Archer lease, and this deed does not relieve the Grantee from paying to the Grantor the royalty reserved in the Archer lease. Said conveyance is also made subject to the outstanding oil and gas lease to Phillips Petroleum Company, Arjay Oil Company and Ed Pendleton, which was ratified by Grantor in an agreement dated June 10, 1977.

Grantor also conveys and grants to Grantee, without payment of any further compensation, the right, privilege and easement to construct, maintain and replace power, water, gas and other utility lines across Grantor's remaining contiguous property, as needed for the construction and operation of the phosphate plant and/or other facilities located on said 1,040 site as permitted herein. Such utility lines shall be located and maintained in a manner such that the operation and repair thereof will not unreasonably damage, impair nor interfere with reasonable use and enjoyment, including cultivation or pasturage, of the property through which this easement is granted.

It is agreed and covenanted that for the period of 25 years the 1,040 acre tract of land conveyed hereby shall not be used by Grantee, nor its successors or assigns, for any purpose except for the construction and operation of a phosphate plant and uses associated and appurtenant thereto and/or facilities to handle convey and stock pile or process ore, specifically including tailings ponds and

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dumps, an airplane landing strip, a machine shop, a weather station, and miscellaneous outbuildings incident thereto. Said plant and appurtenant facilities shall be utilized exclusively for said 25 year period for the purposes above described. The pit for the extraction of said ore will be opened in the northerly end of the mine area in the South Half of Sec. 24, T7S, R44E, B.M., and the said ore body will be mined from the north to the south, in accordance with a document entitled "Diamond Creek Mine and Reclamation Plan, Alumet," as filed with the U.S. Geologic Survey on March 28, 1980.

This covenant requiring the ore to be extracted from said ore body, beginning on the north end thereof, and mining toward the south, is made to assure that ores owned by Grantor in adjacent property will be mined and processed through the proposed plant in accordance with said plan as long as said procedure continues to be approved by the relevant State and Federal authorities.

The 100 foot wide strip of land, containing approximately 43 acres, is for a 25-year period to be used by Grantee, and its successors and assigns, for the construction and operation of a railroad, highway, slurry line, and other utilities needed in connection with the phosphate plant operation and/or other facilities located thereon as permitted hereby, and for said 25-year period, the same shall not be used for any other purpose. These restrictions on the use of the land shall end after 25 years from the date hereof.

Until the transferred land is used for a phosphate mining and processing operation and/or for a road and railroad by Grantee, or its successors and assigns, Grantor and its members shall be permitted and hereby reserve the right to graze their livestock on the land without charge. When either Grantor or Grantee, or their respective successors or assigns, believes it is no longer advantageous to have livestock run on the property, because of dangers inherent in the construction or operation of the mine and plant, and construction and use of the road and railroad, Grantee, or its successors or assigns, will build a livestock fence to prevent livestock from encroaching on the railroad and highway, and to separate the

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plant or mine site from Grantor's remaining property. If the road and railroad are constructed so as to isolate any tract of Grantor's land from the remaining lands, reasonable access shall be provided for the said severed tract to the remaining land through livestock type underpasses. Both the fencing and the underpass construction and maintenance shall be at the sole expense of the Grantee.

The restrictive covenants reserved herein shall attach to and run with the land for the benefit of Grantor, its successors and assigns. Grantor, for itself and its successors and assigns, shall reserve and have the right to enforce these covenants through any proceedings, at law or in equity, against the person or persons violating or threatening to violate such covenants.

The Grantor warrants that Grantor is the owner of the surface estate in lands conveyed hereby, that the land conveyed is free from mortgage liens or other like encumbrances, that the taxes have been paid current through 1979, and Grantor will pay its pro rata shares of the 1980 taxes, and that it is authorized to make this conveyance. The conveyance is made subject to patent reservations, mineral reservations and easements of record, and is also specifically subject to a dispute concerning a small parcel of land along a fence line on the east side of the property. As to the disputed lands outside the fence line, Grantor makes no warranty of ownership, but conveys and quit claims all of its right, title, estate and interest therein.

Grantor shall have no obligation for property taxes on the land conveyed beyond its pro rata obligation for 1980.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set

their hands the day and year first above written.

STATE OF IDAHO
County of Caribou

SS

104679

I hereby certify that this instrument was filed
at the request of Debra Caldwell
at 4:15 o'clock P M this 25 day of
April, 1980 in my office and duly
recorded in Microfilm Records

Elaine S. Johnson

Ex-Officio Recorder

Deputy

BEAR LAKE GRAZING COMPANY

By John C. Beyer
Its General Partner
GRANTOR

ALUMET

By Frank Hamill
Its General Manager
GRANTEE

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JUL 28 2005

DEC 13 2004

STATE OF Utah)
COUNTY OF Salt Lake) ss.

Lee C Ream, being first duly sworn on oath,
deposes and states that he has read the foregoing Deed, knows the
contents thereof, and that he has signed said Deed on behalf of
Grantor, Bear Lake Grazing Company.

Lee C Ream
General Partner
BEAR LAKE GRAZING COMPANY

Subscribed and sworn to before me this 25 day of

April, 1980.

Edward W. Dyke
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

Aug 6, 1981

STATE OF Utah)
COUNTY OF Salt Lake) ss.

Frank Hamill, being first duly sworn on oath,
deposes and states that he has read the foregoing Deed, knows the
contents thereof, and that he has signed said Deed on behalf of
Grantee, Alumet.

Frank Hamill
General Manager
ALUMET

Subscribed and sworn to before me this 25 day of

April, 1980.

Edward W. Dyke
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

Aug 6, 1981



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JUL 28 2005

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CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

OF

BEAR LAKE GRAZING COMPANY

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Law as set forth in §53-201 of the Idaho Code, do hereby certify and agree as follows:

ARTICLE I

Term of Partnership, Name, Purposes
and Place of Business

1. The Limited Partnership shall commence as of the date of execution hereof and shall continue for an indefinite period or until terminated as herein provided.

2. The name of the Partnership is:

"BEAR LAKE GRAZING COMPANY"

3. The purpose of the partnership shall be as follows:

(a) To engage generally in the livestock grazing business in the State of Idaho.

(b) To engage in any activity in connection with grazing of livestock.

(c) To purchase, lease or otherwise acquire and dispose of real and personal property as the business of the partnership may require.

(d) To enter into agreement for the development of any and all minerals which may be owned by the partnership, to collect royalties and disburse the same to the partners.

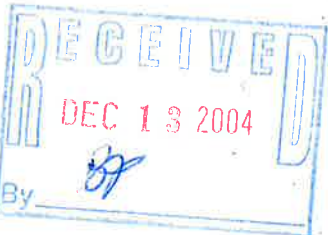
(e) To do any and all things necessary or incidental to the successful conduct of the business and purposes aforesaid.

(f) The foregoing shall be construed both as objects and powers, and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on the partnership by the laws of the State of Idaho, all of which are expressly claimed.

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JUL 28 2005

PROFILE



4. The location of the principal place of business shall be at Montpelier, Bear Lake County, State of Idaho. The partnership may also have other places of business, as from time to time shall be determined by the general partners.

5. The General Partners shall cause an executed and acknowledged copy of this document to be filed in the office of the County Recorder in which the property of the Partnership is located and in the county in which the principal place of business of the Limited Partnership is located.

6. The General Partners shall execute and cause to be published and filed a certificate of doing business as "BEAR LAKE GRAZING COMPANY" for the Partnership in the county where the principal place of business of the Limited Partnership is located.

ARTICLE II

Capital Contributions and Accounts

1. The names and addresses of the General Partners are as follows:

Golden Keetch, Wardboro, Idaho

Paul D. Keetch, Wardboro, Idaho

~~Larry K. Weston~~
~~Cecil Quayle, Dingle, Idaho.~~

Lee C. Ream, Dingle, Idaho

~~Dan C. Keetch~~
~~Walter A. Hunzeker, Montpelier, Idaho~~

~~John R. Bunderson~~
~~John R. Ream, Jr., Salt Lake City, Utah~~

~~Dennis Hunzeker~~

2. The names, addresses and contributions of the Limited Partners are as follows:

	<u>Name</u>	<u>Contribution</u>	
(1)	Golden Keetch Wardboro, Idaho	individual interest in real property	.0356250
(2)	Gordon C. and Bettie Keetch 910 W. Main Salina, Utah	"	.0187500
(3)	Lynn C. and Rowleen J. Keetch Wardboro, Idaho	"	.0187500
(4)	Blair C. and Alicia Anne Keetch Malta, Idaho	"	.0187500
(5)	Dan C. and Debra K. Keetch Wardboro, Idaho	"	.0187500

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(6)	Janet Lee Keetch Wardboro, Idaho	"	.0143750
(7)	Elaine B. Keetch Montpelier, Idaho	"	.0837500
(8)	Thomas Q. Keetch and Lora H. Keetch	"	.0012500
(9)	Darrell Keetch and Fern Keetch Montpelier, Idaho	"	.1375000
(10)	Earl C. Mapes and Val C. Stauffer (trustees) Pocatello, Idaho	"	.0787500
(11)	Paul D. Keetch and Glenda L. Keetch Wardboro, Idaho	"	.0262500
(12)	Earl Cleave Mapes (trustee) Pocatello, Idaho	"	.0231250
(13)	Glenda Keetch (trustee) Wardboro, Idaho	"	.0231250
(14)	Fred W. Hunzeker Montpelier, Idaho	"	.0028125
(15)	Fred W. Hunzeker & Sons Montpelier, Idaho	"	.0596875
(16)	Lee C. Ream Dingle, Idaho	"	.0193750
(17)	Florence Ream, Trustee Dingle, Idaho	"	.0375000
(18)	Denise Ream Whaley 5839 Penn Littleton, Colorado	"	.0287500
(19)	W. Dale Ream 1931 E. Millbrook Dr. Salt Lake City, Utah	"	.0287500
(20)	John Ream 2852 Kentucky Avenue Salt Lake City, Utah	"	.0287500
(21)	Joan Ream Bunderson 1725 Jefferson Avenue Montpelier, Idaho	"	.0287500
(22)	Elisabeth Ream Dingle, Idaho	"	.0287500
(23)	Norma Ream Dingle, Idaho	"	.0075000
(24)	Cecil Quayle or Aglae Quayle Dingle, Idaho	"	.1250000
(25)	Sonja Q. Rouse Dingle, Idaho	"	.0275000
(26)	Mary Jane Rich Paris, Idaho	"	.0156250

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(27)	Walter A. Hunzeker and Mildred Hunzeker Montpelier, Idaho	"	.0028125
(28)	Walter A. Hunzeker & Sons Montpelier, Idaho	mineral rights not included	.0596875
(29)	Walter A. Hunzeker Montpelier, Idaho	individual interest in mineral rights only	.0071875
(30)	Devon W. Hunzeker Montpelier, Idaho	"	.0075000
(31)	Bonnie H. Beulus Montpelier, Idaho	"	.0075000
(32)	Richard W. Hunzeker Montpelier, Idaho	"	.0075000
(33)	Jerry R. Hunzeker Montpelier, Idaho	"	.0075000
(34)	Michael F. Hunzeker Montpelier, Idaho	"	.0075000
(35)	Ann H. Sorenson Montpelier, Idaho	"	.0075000
(36)	James E. Hunzeker Montpelier, Idaho	"	.0075000

3. Each general partner shall also be a limited partner and shall contribute to the original capital of the partnership those amounts shown above.

4. In consideration of the percentage interests in the partnership assets set forth in Article V, paragraph 3. Each general and limited partner shall contribute to the original capital of the partnership his or her undivided interest in the following described real estate together with all mineral rights:

1. S1/2 SW1/4 Sec 25 T 7S-R 44E; 80 Ac.
SE1/4 SE1/4 Sec 26 T 7S-R 44E; 40 Ac.
(subject to existing indebtedness to Lavon
A. Heusser) *6/22/88 44-5-80*
2. W1/2, W1/2 E1/2, NE1/4 SE 1/4, Sec 34, T 6S-R 44E;
520 Ac.
3. All of Sec 33, T 6S-R 44 E; 640 Ac.
4. E 1/2 Sec 32, T 6S-R 44 E; 320 Ac.
5. E 1/2 E 1/2 Sec 29, T 6S-R 44 E; 160 Ac.
6. SE1/4 NW1/4, E1/2 SW1/4, W1/2 SE1/4, SE1/4SE1/4,
W1/2 W1/2 Sec 28, T 6S-R 44 E; 400 Ac.
7. W 1/2 SW 1/4, Sec 27, T 6S-R 44 E; 80 Ac.
8. NE1/4, NE1/4 SE1/4 Sec 26, T 7S-R 44 E; 200 Ac.

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9. E1/2, NW1/4, N1/2 SW1/4 Sec 25, T 7S-R 44E; 560 Ac.
10. W1/2, SE1/4 Sec 24 T 7S-R 44 E; 480 Ac.
11. E1/2, NW1/4 Sec 23, T 7S-R 44 E; 480 Ac.
12. NE1/4, Sec 22, T7S-R44 E; 160 Ac.
13. All of Sec 15, T7S-R44 E; 640 Ac.
14. All of Sec 14, T 7S-R 44 E; 640 Ac.
15. W1/2 NW1/4, SW1/4, Sec 13, T 7S-R 44 E; 240 Ac.
16. All of Sec 11, T 7S-R 44E; 640 Ac.
17. All of Sec 10, T 7S-R 44 E; 640 Ac.
18. N1/2 NE1/4, NE1/4NW1/4, Sec 9, T 7S-R 44 E; 120 Ac.
19. Lots 1-2-3, SE1/4, E1/2 SW1/4 Sec 4, T7S-R44E; 323.65 Ac.
20. All of Sec 3, T 7S-R 44 E; 429 Ac.
21. Lots 1-2-3-4, S1/2, Sec 2, T7S-R44 E; 432.33 Ac.

ARTICLE III

1. The Partnership shall be on a calendar year, any reference in this Agreement to "year" shall be intended to be the calendar year unless otherwise stated or unless the contracts otherwise requires.

2. Except as otherwise provided for herein or as required for purposes of Federal Income Taxes, the Partnership books shall be kept on a cash basis.

3. Except as is agreed by the partners and except as otherwise provided herein, depreciation, determination of profits and losses, all other accounting practices shall be in accordance with accounting practices accepted for the purpose of Federal Income Taxes. If there shall be more than one acceptable practice, the General Partners shall determine the practice to be used.

④ The Partnership shall cause a yearly accounting to be made within three months after the close of the year, at which time the Partnership books shall be closed and appropriate statements prepared, including a balance sheet and income statement which shall be sent to each of the Limited and General Partners. The Partnership may also cause interim statements to be prepared.

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ARTICLE IV

Grazing Rights

1. Each partner shall have the right to graze cattle on the real property owned by the partnership during the months of June, July, August, September and October of each year in accordance with his percent of ownership in the partnership.

2. So long as the partnership is the owner of all of the real property or maintains the grazing rights on all of the real property described in Article II paragraph 4, each one (1) percent of ownership shall be entitled to graze 26 head. A cow with a calf at her side shall be counted as two (2) head. Each fraction of a percent of ownership in the partnership shall be adjusted to nearest whole number of head.

3. The general partners shall have authority to increase or decrease the number of head that can be grazed by each percent of ownership in the partnership, if the number of acres available for grazing is either increased or decreased from the acreage set forth in Article II paragraph 4, or as many as the then existing grazing conditions will accomodate.

4. An annual assessment shall be made by the General Partners to pay the expenses associated with the partnership.

ARTICLE V

Profits and Losses

1. The term "net profits" and "net losses" as used in this Agreement shall be the net profits and losses as determined pursuant to the accounting procedures set forth in the Partnership Agreement. Unless otherwise stated, the phrases "net profits" and "net losses" shall refer to such profits and losses for the year and shall include gains and losses from the sale of assets as well as operating and other profits and losses.

2. Partnership losses and profits shall be determined and

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722.48

1082.00

7362

2,920.10

allocated as of the end of the Partnership year notwithstanding the existence of interim statements during the year.

3. Any and all profits and/or losses of the Partnership shall be distributed among the General and Limited Partners as follows:

	General or Limited Partner	Grazing and Property Rights	Mineral Rights
(1)	Golden Keetch	1.25 %	1.25 %
(2)	~~John Ream~~ John Ream	2.125 %	2.125 %
(3)	~~Cecil Quayle~~ Cecil Quayle	12.5 %	12.5 %
(4)	~~Walter A. and Mildred Hunzeker~~ Richard Hunzeker	.28125 %	1 %
(5)	Gordon C. and Bettie Keetch	1.875 %	1.875 %
(6)	Lynn C. and Rowleen J. Keetch	1.875 %	1.875 %
(7)	Blair C. and Alicia Anne Keetch	1.875 %	1.875 %
(8)	Dan C. and Debra K. Keetch	1.875 %	1.875 %
(9)	Val C. Keetch	1.875 %	1.875 %
(10)	Janet Lee Keetch	1.875 %	1.875 %
(11)	~~Elaine B. Keetch~~ John D. Keetch	1.4375 %	1.4375 %
(12)	Van Q. Lyons	1.0625 %	1.0625 %
(13)	Jacqueline B. Lyons	.25 %	.25 %
(14)	Beverly K. McLain	1.0625 %	1.0625 %
(15)	Robert G. McClain	.25 %	.25 %
(16)	Darrell Keetch and Fern Keetch	6.25 %	6.25 %
(17)	~~Thomas Q. Keetch~~ James T. Keetch	1.0625 %	1.0625 %
(18)	John D. Keetch	1.0625 %	1.0625 %
(19)	Randall Keetch	2.50 %	2.50 %
(20)	Richard Keetch	2.50 %	2.50 %
(21)	Michelle Keetch Tufts	2.50 %	2.50 %
(22)	Earl C. Mapes and Val C. Stauffer (trustee)	7.875 %	7.875 %
(23)	Paul D. Keetch and Glenda L. Keetch	2.625 %	2.625 %
(24)	Earl Cleave Mapes (trustee)	2.3125 %	2.3125 %
(25)	Mary Jane Rich	1.5625 %	1.5625 %

(26) Laura H. Keetch
James T. Keetch

Coalville 472h
Box 748 Zip 8417
Phone 336-2120

SS No

519-86-0105

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(27)	Robert G. McLain as Custodian for Robert K. McLain, Helen McLain and David McLain equally under the Idaho Uniform gift to minors act.	.875 %	.875 %
(28)	Laura H. Keetch as Custodian for Ann M. Keetch, James T. Keetch Stacie L. Keetch and Linda K. Keetch equally under the Idaho gift to minors act	1.1875 %	1.1875 %
(29)	Glenda L. Keetch (trustee)	2.3125 % <i>from 2.3125</i>	2.3125 %
(30)	Fred W. Hunzeker	1.00 %	1.00 %
(31)	Ida Mae Hunzeker	.75 %	.75 %
(32)	William H. Hunzeker	.75 %	.75 %
(33)	Ronald W. Hunzeker	.75 %	.75 %
(34)	Dennis H. Hunzeker	.75 %	.75 %
(35)	Roger G. Hunzeker	.75 %	.75 %
(36)	Paul L. Hunzeker	.75 %	.75 %
(37)	Don L. Hunzeker	.75 %	.75 %
(38)	Lee C. Ream or Phillis J. Ream	1.9375 %	1.9375 %
(39)	Florence Ream, Trustee	3.75 %	3.75 %
(40)	Denise Ream Whaley	2.875 %	2.875 %
(41)	W. Dale Ream	2.875 %	2.875 %
(42)	Joan Ream Bunderson	2.875 %	2.875 %
(43)	Elisabeth Ream	2.875 %	2.875 %
(44)	Norma Ream	.75 %	.75 %
(45)	~~Sonja Q. Rouse~~	~~2.75 %~~	~~2.75 %~~
(46)	Walter A. Hunzeker & Sons <i>(95.5)</i>	5.96875 %	-0-
(47)	Devon W. Hunzeker	-0-	.75 %
(48)	Bonnie H. ~~Baulus~~ <i>Parker</i>	-0-	.75 %
(49)	Richard W. Hunzeker	-0-	.75 %
(50)	Jerry R. Hunzeker	-0-	.75 %
(51)	Michael F. Hunzeker	-0-	.75 %
(52)	James E. Hunzeker	-0-	.75 %
(53)	~~Ann H.~~ <i>Stewart</i> Sorenson	-0-	.75 %
(54)	W. Dale Ream, Trustee for Rebecca Ann Ream	.25 %	.25 %
(55)	W. Dale Ream, Trustee for Rachel Ream	.25 %	.25 %
(56)	W. Dale Ream, Trustee for John Rodney Ream III.	.25 %	.25 %

4. In the event any lien is placed upon any interest of a
Partner herein or a charging order against such interest is obtained.

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then all attorney's fees and other expenses incurred by the Partnership, with respect to the same, shall be charged to the Partner's whose interest is the subject of such lien or charging order.

5. Distributions, whether in cash or in kind (by reason of operating profits, sale or refinancing of the property, liquidation of the assets, dissolution or otherwise) shall be made whenever there is cash on hand in excess of the amount needed to cover the current year's operating expenses. All mineral royalties, if any, shall be distributed, in accordance with the percentages set forth in Article V, paragraph 3 under the column entitled "Mineral Rights", when received less expenses of collection and distribution of the same.

ARTICLE VI

Limited Liability

Notwithstanding anything to the contrary contained herein, the Limited Partners shall have no personal liability for the losses of the Limited Partnership beyond the amount of their respective contributions to the capital of the Limited Partnership.

ARTICLE VII

Salaries and Management

1. The partnership shall initially have six general partners whose names are set forth in Article III paragraph 1. The general partners shall diligently apply themselves in and about the business of the partnership to the utmost of their skill. The general partners shall not be entitled to a salary or other compensation except as they are entitled to their share of profits as limited partners. However, the general partners shall be reimbursed or compensated by the partnership for those direct and indirect costs and expenses incurred by the general partners for the benefit of the partnership. Travel expenses to and from meetings of the general partners shall be considered personal expenses of the general partners and shall not be reimbursed by the partnership.

2. The management and control of the partnership business shall rest exclusively with the general partners, who shall meet regularly to discuss the operation and management of the partnership business. No limited partner who is not also a general partner shall have any right to be active in the conduct of the partnership

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business, nor have the power to bind the partnership in any contract, agreement, promise or undertaking. However, an annual meeting shall be held on the 3rd Monday in February each year involving all partners, where the general partners shall give a report to the limited partners as to the status of the partnership business, and shall give the limited partners an opportunity to voice opinions or make suggestions as to how the partnership business should be conducted and elect general partners to hold that position until the next succeeding annual meeting.

3. In formulating policy and in making decisions as to the operation and management of the partnership business, each general partner shall have one vote and all matters shall be decided by a majority vote. The responsibility for day to day management of the partnership business shall rest with a managing general partner who shall be one of the general partners elected by a majority of the general partners for a term of one year. The powers of the managing partner shall include but shall not be limited to the following:

(a) The power to expend the capital of the partnership to pay the everyday debts and obligations of the partnership.

(b) The power to enter into, consummate and bind the partners in contracts with appropriate persons or agencies, within the scope of the partnership purposes. However, any contract having a value of more than one thousand dollars shall be subject to ratification by a majority of the general partners, before it becomes binding on the partnership.

(c) The power to employ all personnel deemed by the managing partner necessary to the operation of the partnership business, to determine their salaries, and to terminate such employment when deemed advisable by the managing partner.

(d) The power to do all other things deemed reasonably necessary by the managing partner in carrying on the day to day business of the partnership, including the powers usually granted to a general manager.

4. Notwithstanding the provisions of paragraph 3 above, the following powers shall rest in and be exercised only by a major

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ity of the general partners and shall be subject to ratification by seventy five (75%) percent of the Limited Partners;

(a) The power to borrow funds for the conduct of the partnership business and to mortgage, deed in trust, pledge, assign or otherwise hypothecate any and all of the properties and assets of the partnership to secure such borrowings.

(b) The power to sell, lease, or otherwise dispose of any property, or any interest of the partnership therein; provided that once such a transaction is approved in writing by a majority of the general partners, and ratified by seventy five (75%) percent of the Limited Partners, the managing partner shall be authorized to execute any deeds, lease agreements, or other instruments and contracts in connection therewith on behalf of the partnership.

5. A partnership bank account shall be established, for the purpose of transacting partnership business. All debts of the partnership shall be paid out of said account, and all funds of the partnership shall be deposited therein. No partner shall commingle his own personal funds with partnership funds. Any checks drawn on said account shall be signed by the managing partner and the secretary.

6. One of the general partners shall be designated as the Secretary and he shall keep or cause to be kept proper and usual books of record pertaining to the partnership business showing all of its assets and liabilities, receipts and disbursements, profits and losses, partner's capital contributions and distributions, and all transactions entered into by the partnership. The books of records and all files of the partnership shall be kept at its principal office, and all partners shall, at all reasonable times, have free access thereto, for the purpose of inspecting the same.

7. The right of a limited partner to substitute an assignee as a limited partner in his place, and the terms and conditions of such substitution are as follows:

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(a) The limited partner may substitute one or more of the members of his immediate family (wife, children or grandchildren) as a limited partner for himself.

(b) A limited partner shall not sell, exchange or assign his partnership interest to any other person or substitute such other person as a limited partner for himself, other than a member of his immediate family, without the written consent of all general and limited partners as measured by the interest in the sharing of profits and losses, or in absence of such written consent without giving the partnership and all other limited partners at least thirty (30) days written notice of his intention to sell, exchange or assign his limited partnership interest. Within 30 days after receipt of such notice by the partnership, a special meeting of all limited partners shall be called. At such meeting the limited partners desiring to make any such sale, exchange or assignment of his limited partnership interest shall offer it for sale to the partnership. If the partnership desires to purchase it, it shall so indicate at the time of the meeting. Such purchase by the partnership shall be at a price equal to the fair market value of such partnership interest and shall be payable in cash within a reasonable time after such meeting.

(c) If the partnership does not desire to acquire the limited partners interest in the partnership it shall be offered for sale to the other limited partners on a pro-rata basis. The other limited partners desiring to purchase a pro-rata share of the limited partners entered in the partnership shall purchase it at the time of the special meeting of the partnership call to consider the purchase of said limited partnership interest. The purchase price shall be at a price equal to the fair market value of such partnership interest and shall be payable in cash within a reasonable time after such meeting.

(d) The term "pro-rata share" shall mean that portion of the limited partnership interest offered for sale which

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the limited partnership interest of the partnership owned by each of the other limited partners bears to the limited partnership interest of the partnership (other than that offered for sale) owned by all limited partners. In addition, if any limited partnership interest offered for sale is not purchased by the limited partner first entitled thereto, the term "pro-rated share" shall include that portion of the limited partnership interest not purchased by the limited partner first entitled thereto which the interest of the partnership owned by each of the other limited partners bears to the limited partnership interest of the limited partnership (other than offered for sale) owned by all other limited partners other than the limited partner first entitled to purchase.

(e) If the limited partnership interest of the limited partner desiring to make a sale, exchange or assignment is not purchased either by the partnership or by the other limited partners then all restrictions imposed by this Agreement upon such limited partner's interest shall be terminated.

8. The restrictions contained in paragraph 7 above shall not be applicable to a limited partner who sells his entire cattle operation to a third party and includes his interest in the grazing rights under the partnership agreement in said sale.

9. The restrictions contained in Paragraph 7 above shall not be applicable to an assignment of the interest of a partner given as security for a loan which is also secured by a mortgage of fee-owned land of a partner. Upon the foreclosure of such mortgage, or deed of the fee-owned land in lieu of foreclosure, the assignment of the partnership interest given for security shall become absolute and shall be recognized as vesting the partnership interest in any party who shall have acquired the fee-owned land through such proceedings, together with grazing rights referable to said partnership interest. Said party shall be free to transfer said partnership interest to whomever will purchase the fee-owned land in an unrestricted market. Said party and his successors shall be accepted as partners. The managing partner shall recognize the lien position and lien rights of any mortgagee/ assignee in the records of the partnership upon receipt of notice of such assignment.

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10. No limited partner shall have priority over any other limited partner as to contributions or as to compensation by income.

ARTICLE VIII

Power of Attorney

The Limited Partners, jointly and separately, hereby irrevocably constitute and appoint Golden Keetch, Lee C. Ream, John R. Ream, Jr., Cecil Quayle, Walter A. Hunzeker and Paul D. Keetch as their true and lawful attorneys in fact, in their name, place and stead, to make, sign, execute, file and record the following: a certificate of Limited Partnership, a certificate of doing business as "BEAR LAKE GRAZING COMPANY," and a statement of Partnership pursuant to the Idaho Limited Partnership Act, all documents for the purchase and sale of Partnership, real and personal property, including deposit receipts, escrow instructions and loan documents, notice of dissolution pursuant to the Idaho Limited Partnership Act and any other certificates or instruments which the Limited Partnership may be permitted or required to file under the laws of the State of Idaho and any and all cancellation of an amendment to any of the foregoing. The foregoing creation of power of attorney shall survive the delivery of an assignment by the Limited Partner of the whole or any portion of his Limited Partnership interest, and by the act of becoming a Limited Partner, as assignee, shall conclusively be deemed to constitute and appoint and in any

event does hereby constitute and appoint ^{Lanny Weston} Golden Keetch, ^{Lee C. Ream} Lee C. Ream, ^{Cecil Quayle} Cecil Quayle, ^{Walter A. Hunzeker} Walter A. Hunzeker, ^{Paul D. Keetch} Paul D. Keetch and ^{John R. Ream, Jr.} John R. Ream, Jr.

their attorneys in fact, in the same manner and with the same force and for the same purposes, as the assignor. Should any of the General Partners cease to be a General Partner, then all other General Partners shall succeed to the foregoing power of attorney without the necessity of further instrument.

ARTICLE IX

Vote - Effect and Procedures of Limited Partners

1. Wherever a vote, election or consent of the Limited Partners is called for under this Agreement, these provision shall apply:

A. A Limited Partner shall have the right to vote percentage interest in profits he has.

B. At all elections of General Partners, cumulative voting shall be allowed so that each such limited partner shall be entitled to as many votes as shall be equal to the number of votes which (except for this provision) such limited partner would be entitled to cast for election of General Partners with respect to his percentage interest in the profits of the partnership, multiplied by the number of General Partners to be elected by him and such limited partner may cast all such votes for a single General Partner or may distribute them among the number to be voted for, or for any two or more of them, as such holder may see it.

C. The vote, election or consent may be given at a meeting of the Limited Partners. A meeting of the Limited Partners who have a combined twenty-five percentage share of profits by giving seven days written notice to all of the other Partners of the time and place of said meeting.

D. The vote, election or consent may also be given in signed writing, which writing may be used at a meeting provided it was presented to the General Partners prior to the meeting.

2. The affirmative vote of the limited partners having 75 percent or more of the total percentage share of profits of the partnership shall be necessary to amend this Limited Partnership Agreement.

ARTICLE X

Death and Dissolution

1. The retirement, death, insanity, removal, legal incapacity, adjudication of bankruptcy or assignment for the benefit of creditors of or by any General Partner shall not effect the Partnership as long as there is at least one General Partner legally acting as General Partner. A new General Partner shall be selected in the place of the previous General Partner within 90 days after the event which gave rise to the need to select a new general partner. Such election shall be made by the affirmative vote of the majority

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of the remaining general partners. A general partner selected in this manner to fill a vacancy shall remain a general partner until the next succeeding annual meeting of the limited partners is held.

2. The death or legal incapacity of one or more of the Limited Partners shall not terminate or dissolve the Partnership, but his right to receive a share of the profits, and net cash receipts shall, on the happening of such an event, pass to his personal representative or guardian, as the case may be, or in the case where the Limited Partnership interest is held in joint tenancy, shall pass to the surviving joint tenant subject to the terms and conditions of this Agreement, and the Limited Partnership shall continue.

3. The interest of any limited partner may be terminated by:

- (a) dissolution of the partnership;
- (b) the consent in writing of all of the partners;
- (c) the consent in writing of the personal representative of the deceased limited partner and all of the partners.

On the termination of the interest of a limited partner there shall be payable to that limited partner, or his estate, as the case may be, a sum equal to the value of such limited partner's fractional interest in the partnership assets at their current market value, or such other sum as is agreed upon by the partnership and the limited partner or his personal representative, if such limited partner is deceased.

4. Upon the termination of a limited partner's interest in the partnership, or upon dissolution of the partnership, a limited partner may demand and receive property other than cash in return for his contribution upon the consent of such partner and all other partners.

5. The limited partnership shall be dissolved at any time by a 75 percent majority vote of the partners as measured by their percentage interest in the sharing of profits and losses.

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6. Upon dissolution, the general partners will immediately proceed to wind up the partnership business. Upon such winding up all of the net assets of the partnership shall be divided between the parties hereto according to their respective interests herein.

ARTICLE XI

Limitation of Liability

1. The General Partners shall not be liable, responsible or accountable in damages or otherwise, to the Limited Partners for any acts performed by them or for any nonaction or failure to act within the scope of the authority conferred on them by this Agreement or by law except for acts of bad faith, willful misfeasance, gross negligence or reckless disregard of duties. The General Partners shall not be personally liable for the return of capital or other contribution of any of the Limited Partners, or any portion thereof, except to the extent of Partnership assets.

ARTICLE XII

Trial Period

At the annual meeting of the limited partners to be held in 1978, the limited partners shall determine whether; (1) the number of general partners shall remain at six or be reduced to five; and (2) cumulative voting for general partners shall continue. Notwithstanding the provisions of Article IX, paragraph 2, unless 51% or more of the total percentage share of profits held by the limited partners vote against retaining six general partners and/or having the general partners elected by cumulative voting, these provisions shall be retained and shall be modified only in accordance with the provisions of Article IX, paragraph 2.

ARTICLE XIII

Miscellaneous

1. Unless otherwise stated all notifications, acknowledgements, consents, demands and other notices shall be in writing signed by the sender and each of same shall in this Paragraph be referred to as "notices." If mailed, notices shall be addressed to the address of the party as set forth herein unless earlier changed by the party by notice to each of the

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other Partners. Unless otherwise provided herein, notices shall be deemed effective upon the earliest of these three dates; (1) when actually received by the person to whom sent; (2) when placed in the regular receptacle for mail at the proper address for the person to whom sent; or (3) when there is an attempted delivery at the proper address for the person to whom sent providing it has been sent by certified mail, return receipt requested, postage prepaid. If a notice has been sent by regular mail with a request for acknowledgement of its receipt, which acknowledgement is not returned immediately, then the cost of seeing that notice becomes effective as soon as possible shall be borne solely by the recipient and charged to him by the Partnership and sent by the General Partners.

2. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and all persons hereafter having or holding an interest in this Partnership, whether as assignees, substituted Partners, or otherwise.

3. The Partners shall execute, acknowledge, file and record a certificate of Limited Partnership, a certificate of doing business as "BEAR LAKE GRAZING COMPANY", a statement of Partnership, and a notice of dissolution pursuant to the Idaho Limited Partnership Act and all other certificates or instruments which the Limited Partnership may be required to file under the laws of the State of Idaho and any cancellations on amendments to any of the foregoing. The existence of the power of attorney under the previous paragraph hereof, shall not relieve the Limited Partners from compliance with this paragraph. In addition, and whether included or not in the above, each party hereto agrees to execute with acknowledgement or affidavit, if required, any further documents and

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writings which may be necessary to this Partnership or to carry out the provisions or intent hereof.

The General and Limited Partners may not without the written consent of all the other Partners, do any act in contravention of this Agreement or which would make it impossible to carry out the ordinary business of the Partnership; confess a judgment against the Partnership; possess, pledge or hypothecate Partnership property for other than a Partnership purpose.

4. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice-versa. This Agreement contains the entire understandings and agreements between the Partners respecting the within subject matter. There are no representations, between or among the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. The captions to the paragraphs of this Agreement are solely for the convenience of the parties, and in no way either define, limit, or describe the scope of this Agreement or individual paragraphs hereof or the intent of any provisions thereof, and are not to be used as an aid in the interpretation or construction of this Agreement.

DATED this 14 day of August, 1976.

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Warranty Deed

THIS INDENTURE, Made this Twenty-second day of March in the year of our Lord One Thousand Nine Hundred and forty-four, between James R. Rawlings and Florence I. Rawlings, his wife

of Preston, County of Franklin, State of Idaho
the parties of the first part, and Bear Lake Stockmen's Association

of Montpelier, County of Bear Lake, State of Idaho
the part Y of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One and No/100ths \$ - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATIONS, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part Y and its successors and assigns forever: All the certain lot 3 piece 3 or parcels of land situate, lying and being in the County of Caribou State of Idaho, bounded and more particularly described as follows, to-wit:

Southwest quarter (SW $\frac{1}{4}$) of Section fifteen (15); West half of the
Northeast quarter (NE $\frac{1}{4}$) of Section twenty-two (22); and the
Southeast quarter (SE $\frac{1}{4}$) of Section twenty-four (24), all in Township
Seven (7) South of Range Forty-four (44) East of the Boise Meridian,
in Caribou County, Idaho; subject to patent reservations and subject
to taxes for the year 1944 and all subsequent years:



together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.
TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part Y of the second part, and to its successors 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 part Y of the second part, its successors and assigns against the said parties of the first part, and their heirs and against all and every person or 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.

Signed, Sealed and Delivered in the Presence of



James R. Rawlings [Seal]
Florence I. Rawlings [Seal]
_____[Seal]
_____[Seal]

FILED

SCANNED
JUL 28 2005

CORRECTION

CORPORATION WARRANTY DEED

THIS INDENTURE, made this 21st day of April, between
in the year of our Lord one thousand nine hundred and Eighty
Samuel Reed, Inc.,

a corporation duly organized and existing under the laws of the state of Idaho, and having
its principal office in Soda Springs, County of Caribou,
in the State of Idaho, party of the first part, and

Bear Lake Grazing Company, a limited partnership

of Montpelier, County of Bear Lake,
State of Idaho, party of the second part.

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of
its Board of Directors at a meeting duly and regularly called, for and in consideration of the sum of

SIXTY THOUSAND AND NO/100 -----DOLLARS,
lawful money of the United States of America, to it in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said
party of the second part and to its successors and assigns forever all that certain
lot, piece or parcel of land lying and being in the County of Caribou, State
of Idaho, and more particularly described as follows, to-wit:

Township 7 South, Range 44 East of the Boise Meridian:

Section 23: SW¼.

This deed is given to correct that certain Corporation Warranty Deed between
the parties hereto, dated October 16, 1979, recorded October 18, 1979, under recorder's
instrument No. 102312, in the microfilm records of Caribou County, Idaho.

the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together
with the appurtenances and privileges thereunto incident unto the said party of the second part and to
its successors and assigns forever, and the said party of the first part and its successors, the
said premises in the quiet and peaceable possession of the said party of the second part,
its successors heirs and assigns against the said party of the first part, and its successors, and 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 party of the first part has caused these presents to be executed and its
corporate name hereunto subscribed, and its corporate seal hereunto affixed by its president and secretary, in pur-
suance to said resolution the day and year first above written.

SAMUEL REED, INC.

a Corporation

By Samuel Reed
President.

Attest: Nancy H. Reed
Secretary.

Signed, sealed and delivered in the presence of:



PROFILED

SCANNED

JUL 26 2005

27-11209, 27-11275

STATE OF IDAHO
County of Caribou

80501

I hereby certify that this instrument was filed
at the request of Caribou Title Co.
at 4:20 o'clock P M this 9 day of
August, 19 74. In my office and duly
recorded in Microfilm Records

KENNETH M. FOWLER

By Office Recorder

Deputy

Reception ☐
Indexed ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

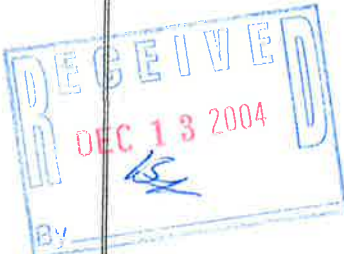
For Value Received

AUDREY L. HEUSSERthe grantor, do es hereby grant, bargain, sell and convey unto**BEAR LAKE STOCKMENS ASSOCIATION, INC.**the grantee, the following described premises, in Caribou County, Idaho, to wit:

Township 7 South, Range 44 East of Boise Meridian

Section 25: South one-half (1/2) of Southwest Quarter

Section 26: Southeast one-fourth (1/4) of the Southeast Quarter



TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that they are free from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated:

7-26-74.Audrey L. Heusser

(NOTARY SEAL)

State of Idaho
County ofFranklin
personally appeared before me**AUDREY L. HEUSSER**the signer(s) of the within instrument, who duly acknowledged to me that She executed the same.Residing at: Quinton Drivess On the 26th day of July A.D. 1974

(NOTARY PUBLIC)

My Commission expires: 8-8-76

Mail deed to: Bear Lake Stockmens Association tax notice to:
410 Crescent Drive, Walter A. Hunzeker, Sec.
Montpelier, Idaho

SCANNED

JUL 28 2005

PROFILED

27-11269, 27-11280

Notice is hereby given that the undersigned, a citizen of the United States of America hereby claims and appropriates all the waters of Diamond Creek, or so much thereof as will flow through the following described ditch which ditch is already constructed, 4 ft wide at the bottom, six feet wide at the top, 18 inches deep with a fall of $\frac{1}{4}$ of an inch to the rod the point of diversion being about $\frac{3}{4}$ of a mile below the mouth of the Canon on the east side of the upper Valley of the Blackfoot in Bear Lake or Bingham County, Idaho Territory and where this notice is posted and a monument 4 ft. high erected. Said ditch runs in a northerly direction about $1\frac{1}{2}$ miles long and conducts the water on the following described lands for agricultural and irrigating purposes, sections 25 in Tp. 7 South of R. 44 E. B. M. ✓

Joseph Watkins

Dated this the 4th day of October A. D. 1886

TERRITORY OF IDAHO COUNTY OF BEAR LAKE) SS This is to certify that I did on the 4th day of October A. D. 1886 at the place indicated in the foregoing post up a notice of which the within is a true copy

J. C. Rich

Recorded at the request of Joseph Watkins October 6th 1886 at 9 A.M. J. Hasenfratz Co. Recorder.

TERRITORY OF IDAHO COUNTY OF BEAR LAKE) SS. I hereby certify that the foregoing is a full, true and correct copy of a Water Appropriation, recorded in Book 1 Page 77 of Miscellaneous Records of said County. As witness my hand and Official seal at Paris Idaho, this the 21st day of Oct. A. D. 1889.

J. L. Montonya Co. Recorder (Seal)

Recorded at the request of James H. Hawley, May 17th 1890, 10:40 A.M. Geo. A. Robethan Recorder.

Transcribed from Bannock County Records, Water Location Record No. 1, page 388. ✓

WATER LOCATION OF ABE C. ANDERSON) Notice.

I hereby claim Two Hundred inches of water out of Little Blackfoot to be taken out in the Anderson, Hansen and Christensen Ditch at the crossing of Little Blackfoot, Carriboo Road. Said water to be used for irrigating purposes on my Preemption Claim at Little Blackfoot.

Witness: Jas. T. Jensen

Abe C. Anderson May 29th 1890

Recorded at the request of A. C. Anderson May 31st 1890 at 9:30 o'clock A.M. Geo. A. Robethan Recorder. Transcribed from Book 1 Water Locations, page 389 Bannock County Records Transcribed from Book C of Water Locations Page 179 Records of Bingham County Idaho

WATER LOCATION OF M. F. SULLIVAN) Notice

(Jensen Co.)

Notice is hereby given to all whom it may concern that I, M. F. Sullivan, a citizen of the United States do hereby claim locate and appropriate all the waters, being about 100 inches, more or less, measured under a four inch pressure of these certain springs situate at or near the eastern base of Quartzite Mountain and about 250 yards easterly of White Sulphur Springs Creek In Bingham County Idaho Territory and described as follows: The first of said springs being situate about 650 yards more or less above and northerly of my Desert Land Entry this day made by me in the Land Office of the United States at Blackfoot, Idaho and being immediately at the eastern base of Quartzite Mountain: And the second of said springs being situate about 25 yards in a northerly direction from the last above described springs and immediately at the eastern base of quartzite mountain: The third of said springs being situate about 50 yards above and in a northerly direction from said last above described springs and immediately at the eastern base of quartzite mountain: The Fourth of said springs being situate about 50 feet above and in a northerly direction from said last above described springs and immediately at the eastern base of quartzite mountain: The fifth of springs being situate about 50 yards above and in a northerly direction from said last above described springs and immediately at the eastern base of the quartzite mountain. The said springs are to be connected with each other by means of var-

WATER LOCATION OF JOSEPH WATKINS)

Notice is hereby given that the undersigned, a citizen of the United States of America hereby claims and appropriates all the waters of Diamond Creek, or so much thereof as will flow through the following described ditch which ditch is already constructed, 4 ft wide at the bottom, six feet wide at the top, 18 inches deep with a fall of $\frac{1}{4}$ of an inch to the rod the point of diversion being about $\frac{3}{4}$ of a mile below the mouth of the Canon on the east side of the upper Valley of the Blackfoot in Bear Lake or Bingham County, Idaho Territory and where this notice is posted and a monument 4 ft. high erected. Said ditch runs in a northerly direction about $1\frac{1}{2}$ miles long and conducts the water on the following described lands for agricultural and irrigating purposes, sections 25 in Tp. 7 South of R. 44 E. B. M.

Joseph Watkins

Dated this the 4" day of October A. D. 1886

TERRITORY OF IDAHO COUNTY OF BEAR LAKE) SS This is to certify that I did on the 4" day of October A. D. 1886 at the place indicated in the foregoing post up a notice of which the within is a true copy

J. C. Rich

Recorded at the request of Joseph Watkins October 6" 1886 at 9 A.M. J. Hasenfratz Co. Recorder.

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Witness: Jas. T. Jensen

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Transcribed from Book C of Water Locations Page 179 Records of Bingham County Idaho

WATER LOCATION OF M. F. SULLIVAN) Notice

Notice is hereby given to all whom it may concern that I, M. F. Sullivan, a citizen of the United States Do hereby claim locate and appropriate all the waters, being about 100 inches, more or less, measured under a four inch pressure of these certain springs situate at or near the eastern base of Quartzite Mountain and about 250 yards easterly of White

FILED

SCANNED
JUL 28 2005

15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of Water Resources

Fax

To: Ray Williams/Candice McHugh **From:** Cindy Bird

Fax: 208 287-6701 **Pages:** 6

Phone: 208-287-4815 **Date:** 9 June, 2005

Re: 27-11269 and 27-11280 **CC:**

Hi Ray,

Bear Lake Grazing Association filed the above referenced SRBA claims from Diamond Creek and Springs on a piece of ground they sold to Alumet in 1980. It does appear in the sale/lease that Bear Lake Grazing retained the water on the piece of property. In the sales agreement they leased the land back and still graze cattle there.

J.R. Simplot recently purchased the property from Alumet and is honoring the lease to Bear Lake Grazing. Would there be any issues recommending the water right to Bear Lake Grazing on the leased ground? I suppose we should note that Bear Lake doesn't own the ground but would own the water?

I'm sending a copy of the deed for you to review and give me some thoughts on.

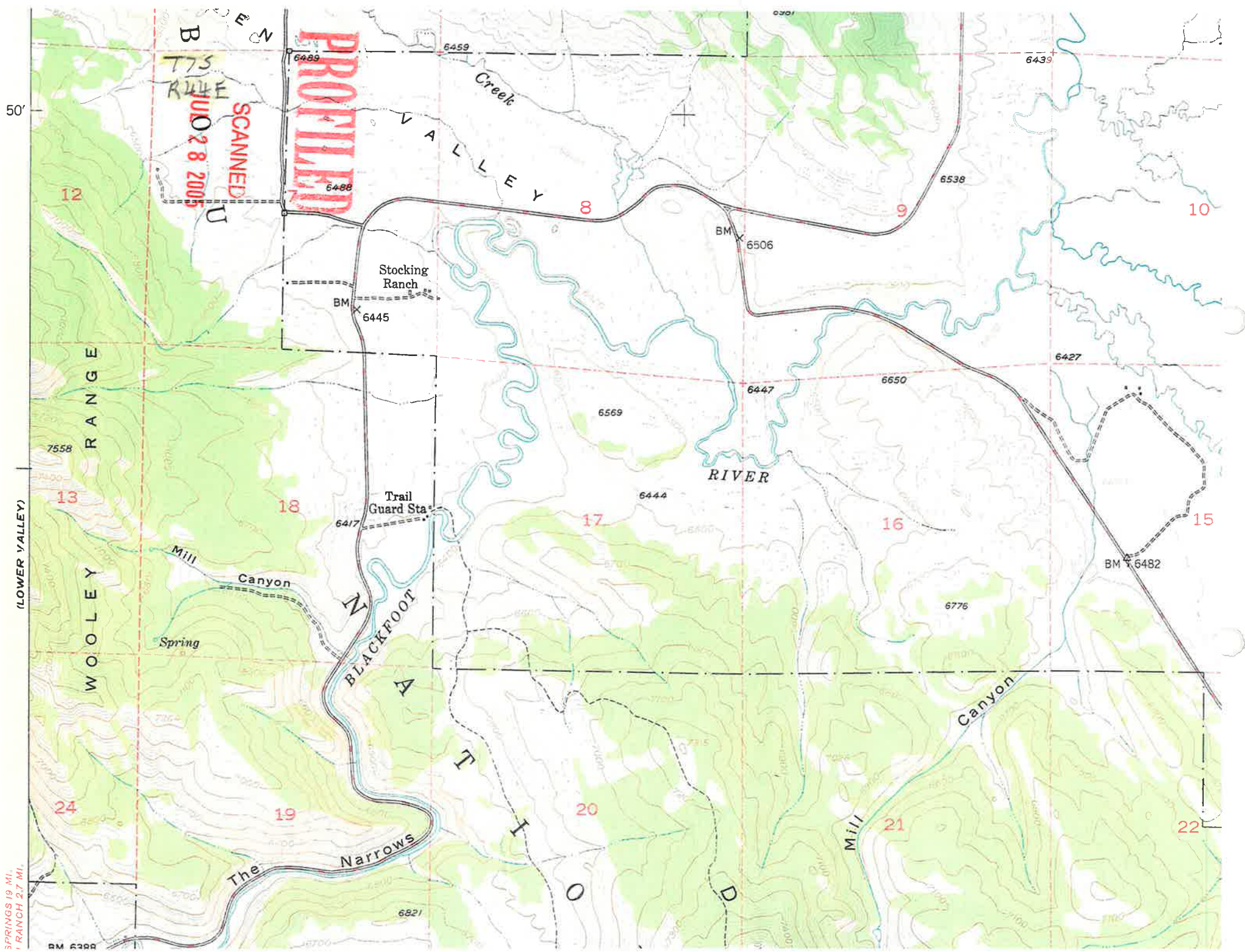
Thanks,

Cindy Bird

FAXED
11:36 am
6/9/05 CR

PROFILED

SCANNED
JUL 28 2005



SPRINGS 19 MI.
RANCH 27 MI.

(LOWER VALLEY)

50'

B

E

N

U

775

RULE

JUN 28 2005

SCANNED

PROFILED

6489

6459

6439

6488

6538

6506

6445

6447

6650

6427

6569

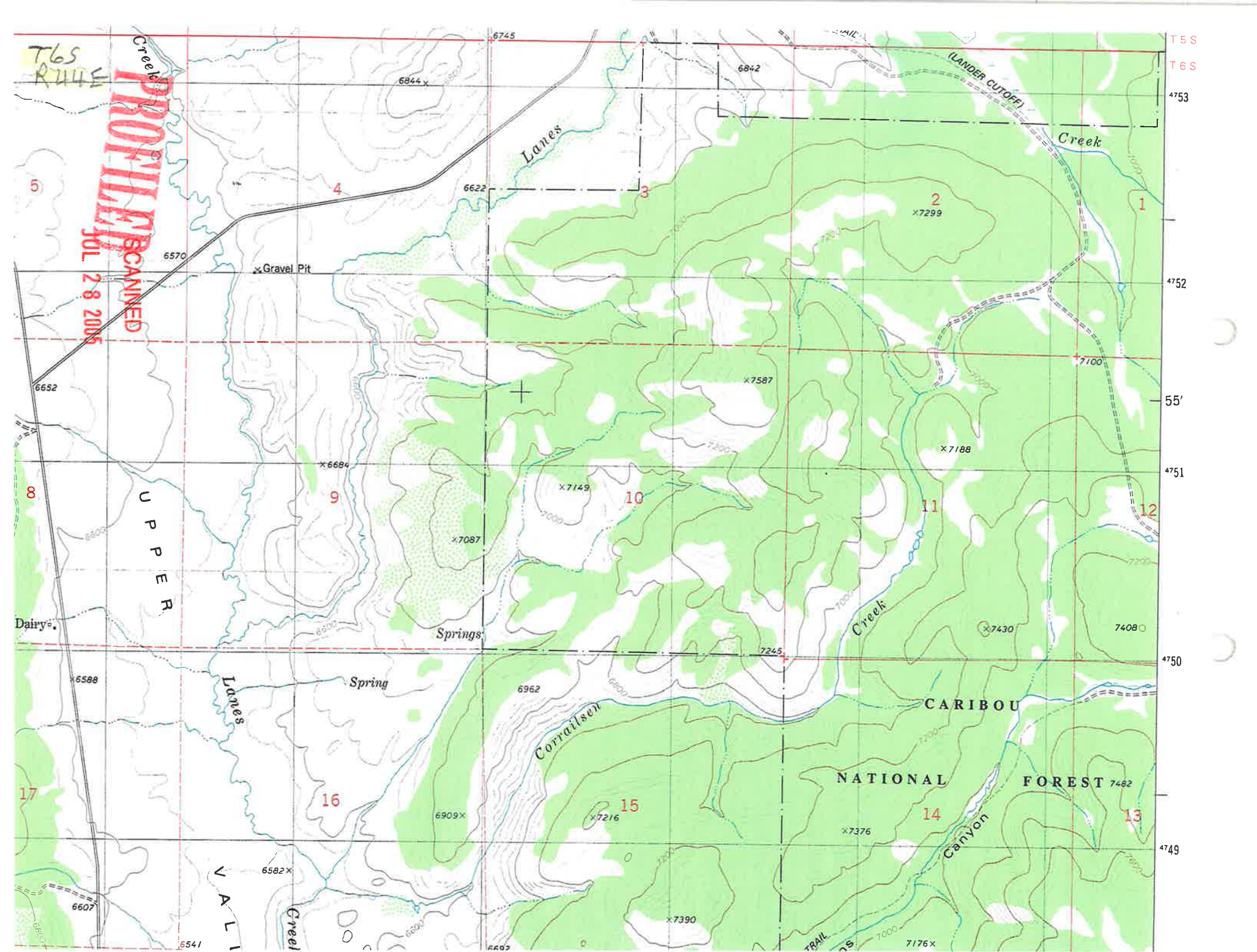
6444

6776

6482

6821

6399



SCANNED

JUL 25 2001

Log for claim 27-11269

Spatial Dynamics LTD

12/13/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s44e	2	SWSW	3	2	Wrong tract in database?
07s44e	3	SESW	4	5.5	Wrong tract in database?
07s44e	3	SWSE	37	31	Wrong tract in database?
07s44e	3	SESE	30	24	Wrong tract in database?
07s44e	9	NENE	10	4.4	
07s44e	10	NENE	40	40	
07s44e	10	NWNE	40	40	
07s44e	10	SWNE	40	40	
07s44e	10	SENE	40	40	
07s44e	10	NENW	34	32	
07s44e	10	NWNW	20	17	
07s44e	10	SWNW	40	38	
07s44e	10	SENW	40	40	
07s44e	10	NESW	40	40	
07s44e	10	NWSW	40	39	
07s44e	10	SWSW	18	24	
07s44e	10	SESW	40	40	
07s44e	10	NESE	40	40	
07s44e	10	NWSE	40	40	
07s44e	10	SWSE	40	40	
07s44e	10	SESE	40	40	
07s44e	11	NENW	4	2.2	
07s44e	11	NWNW	34	28	
07s44e	11	SWNW	40	40	
07s44e	11	SENW	7	12	
07s44e	11	NWSW	36	32	
07s44e	11	SWSW	17	16	
07s44e	14	NESW	5	9.8	
07s44e	14	NWSW	15	18	Wrong tract in database?
07s44e	14	SWSW	37	39	
07s44e	14	SESW	40	39	
07s44e	14	SWSE	5	10	
07s44e	15	NENE	40	40	
07s44e	15	NWNE	40	40	
07s44e	15	SWNE	28	30	
07s44e	15	SENE	40	37	
07s44e	15	NENW	18	21	
07s44e	15	NESE	40	39	
07s44e	15	NWSE	15	18	
07s44e	15	SWSE	25	17	
07s44e	15	SESE	40	40	
07s44e	22	NENE	40	40	
07s44e	22	NWNE	5	11	
07s44e	22	SENE	20	19	

Log for claim 27-11269

Spatial Dynamics LTD

12/13/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s44e	23	NENE	1	2.4	
07s44e	23	NWNE	37	32	
07s44e	23	SWNE	40	39	
07s44e	23	SENE	34	31	
07s44e	23	NENW	40	39	
07s44e	23	NWNW	40	39	
07s44e	23	SWNW	40	40	
07s44e	23	SENW	40	39	
07s44e	23	NESW	40	39	
07s44e	23	NWSW	20	23	
07s44e	23	SESW	2	2.9	
07s44e	23	NESE	40	39	
07s44e	23	NWSE	40	39	
07s44e	23	SWSE	15	21	
07s44e	23	SESE	40	39	
07s44e	24	SWSW	10	12	
07s44e	25	NENW	5	7	
07s44e	25	NWNW	37	37	
07s44e	25	SWNW	40	39	
07s44e	25	SENW	20	18	
07s44e	25	NESW	20	20	
07s44e	25	NWSW	25	23	
07s44e	25	SWSW	3	1.4	
07s44e	25	SESW	10	16	
07s44e	26	NENE	36	29	
07s44e	26	SENE	15	13	
Totals:			1957	1934.6	

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BEAR LAKE GRAZING COMPANY C/O PAUL KEETCH 1052 DINGLE ROAD MONTPELIER ID 83254 (208) 847-0128	10/11/1886	IRRIGATION	04-01 07-01	26.400 CFS	
					TOTAL DIVERSION:	26.400 CFS
					CONSUMPTIVE USE:	4892.50 AFA

Water Source: DIAMOND CREEK

Tributary to: BLACKFOOT RIVER

Stage: DECREED

Point(s) of Diversion:	T07S R44E S15 S25	NESENE SESESW	CARIBOU County CARIBOU County
------------------------	----------------------	------------------	----------------------------------

Place of use Legal Description for: IRRIGATION

		NE				NW				SW				SE									
		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
T	R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
06S	44E 2 :					:					:			03	04	:					:	7.0	
06S	44E 3 :					:					:					:			37	30	:	67.0	
07S	44E 9 :	10				:					:					:					:	10.0	
07S	44E 10 :	40	40	40	40	:	34	20	40	40	:	40	40	18	40	:	40	40	40	40	:	592.0	
07S	44E 11 :					:	04	34	40	07	:		36	17		:					:	138.0	
07S	44E 14 :					:			15		:	05		37	40	:			05		:	102.0	
07S	44E 15 :	40	40	28	40	:	18				:					:	40	15	25	40	:	286.0	
07S	44E 22 :	40	05		20	:					:					:					:	65.0	
07S	44E 23 :	01	37	40	34	:	40	40	40	40	:	40	20		02	:	40	40	15	40	:	469.0	
07S	44E 24 :					:					:			10		:					:	10.0	
07S	44E 25 :					:	05	37	40	20	:	20	25	03	10	:					:	160.0	
07S	44E 26 :	36			15	:					:					:					:	51.0	
																					TOTAL ACRES	1957.0	

POU County: CARIBOU

Non-Irrigation Uses: INCIDENTAL STOCKWATERING FOR 3000 HEAD RANGE CATTLE

Other Rights: NONE

Remarks: GEN THIS NOTICE COMBINES DECREED RIGHTS 27-00060, 00061 AND 00062.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Water Right Number - 27-00062

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

BURTON

CHARLES

1 -

2 -

3 -

City-

State-

Zip-

Phone -

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - - +
10/11/1886 15 D - DECREED+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
DIAMOND CREEK BLACKFOOT RIVER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 07/01
43 - DOMESTIC 12/31 4.000
01/01+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
4.000+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
07S 44E 26 NE NE 01 IRRIGATION 11 BINGHAM
07S 44E 26 NW NE 01 IRRIGATION 11 BINGHAM
07S 44E 26 SW NE 01 IRRIGATION 11 BINGHAM
07S 44E 26 SE NE 01 IRRIGATION 11 BINGHAM
07S 44E 26 NE SE 01 IRRIGATION 11 BINGHAM

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

P/D NOT GIVEN IN DECREE. Remarks

- - - Conditions of Approval - - - +
No Conditions of Approval found.

26.4 cfs total

Claimed under
A27-11269NOV 13 1992
UNRECORDED
65N 46E Sec. 36 99

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-	
Approved/Denied	-	00/00/0000	Protested Date	-	00/00/0000	Swan Falls	-	
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-	P
Start Work Date	-	00/00/0000	Verified Date	-	04/10/1986	DLE/Carey Act	-	
Order Show Cause	-	00/00/0000	Receipt Number	-		Water District	-	27
Licensed Date	-	00/00/0000	Appl Received	-	00/00/0000	Transfer/Amended	-	
Decree Date	-	08/01/1891						

MICROFILMED
NOV 13 1992

Water Right Number - 27-00061

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

LITTLE

JAMES S.

1 -

2 -

3 -

City-

Phone -

State-

Zip-

+ - - Priority Date - - +

10/11/1886

+ - - - Region - - - +

15

+ - - - Stage - - - +

D - DECREED

+ - - - Status - - - +

+ - - - - Source - - - - +

DIAMOND CREEK

+ - - - - Tributary - - - - - +

BLACKFOOT RIVER

+ - - - - Point of Diversion - - - - - +

Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

+ - - - - Water Use - - - - - +

Code

Description

Period From

Period To

Diversion Rate

Diversion Volume

01 - IRRIGATION

43 - DOMESTIC

01/11

07/01

12/31

11.200

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +

11.200

+ - - - - Place of Use - - - - - +

Twn

Rng

Sec

Tract

Lot

Acres

Code

Description

County

07S	44E	14	NE SW			01	IRRIGATION	11	BINGHAM
07S	44E	14	NW SW			01	IRRIGATION	11	BINGHAM
07S	44E	14	SW SW			01	IRRIGATION	11	BINGHAM
07S	44E	14	SE SW			01	IRRIGATION	11	BINGHAM
07S	44E	15	NE SE			01	IRRIGATION	11	BINGHAM
07S	44E	15	NW SE			01	IRRIGATION	11	BINGHAM
07S	44E	15	SW SE			01	IRRIGATION	11	BINGHAM
07S	44E	15	SE SE			01	IRRIGATION	11	BINGHAM
07S	44E	22	NE NE			01	IRRIGATION	11	BINGHAM
07S	44E	22	SE NE			01	IRRIGATION	11	BINGHAM
07S	44E	23	NE NW			01	IRRIGATION	11	BINGHAM
07S	44E	23	NW NW			01	IRRIGATION	11	BINGHAM
07S	44E	23	SW NW			01	IRRIGATION	11	BINGHAM
07S	44E	23	SE NW			01	IRRIGATION	11	BINGHAM

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

NOT RECORDED
JAN 13 1992

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-	
Approved/Denied	-	00/00/0000	Protested Date	-	00/00/0000	Swan Falls	-	
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-	P
Start Work Date	-	00/00/0000	Verified Date	-	04/10/1986	DLE/Carey Act	-	
Order Show Cause	-	00/00/0000	Receipt Number	-		Water District	-	27
Licensed Date	-	00/00/0000	Appl Received	-	00/00/0000	Transfer/Amended	-	
Decree Date	-	08/01/1891						

MICROFILMED
NOV 13 1992

Water Right Number - 27-00060

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SHARP

JAMES

1 -
2 -
3 -City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
10/04/1886 15 D - DECREED+ - - Source - - - - - + + - - - - Tributary - - - - - +
DIAMOND CREEK BLACKFOOT RIVER+ - - - - - - - - - - - - - - - Point of Diversion - - - - - - - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)+ - - - - - - - - - - - - - - - Water Use - - - - - - - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 07/01
43 - DOMESTIC 12/31 11.200
01/01+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
11.200+ - - - - - - - - - - - - - - - Place of Use - - - - - - - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
07S 43E 9 NE SW 01 IRRIGATION 11 BINGHAM
07S 43E 9 NW SW 01 IRRIGATION 11 BINGHAM
07S 43E 9 SW SW 01 IRRIGATION 11 BINGHAM
07S 43E 9 SE SW 01 IRRIGATION 11 BINGHAM
07S 43E 9 NE SE 01 IRRIGATION 11 BINGHAM
07S 43E 9 NW SE 01 IRRIGATION 11 BINGHAM
07S 43E 9 SW SE 01 IRRIGATION 11 BINGHAM
07S 43E 9 SE SE 01 IRRIGATION 11 BINGHAM
07S 44E 23 NE NE 01 IRRIGATION 11 BINGHAM
07S 44E 23 NW NE 01 IRRIGATION 11 BINGHAM
07S 44E 23 SW NE 01 IRRIGATION 11 BINGHAM
07S 44E 23 SE NE 01 IRRIGATION 11 BINGHAM
07S 44E 23 NE SE 01 IRRIGATION 11 BINGHAM
07S 44E 23 NW SE 01 IRRIGATION 11 BINGHAM
07S 44E 23 SW SE 01 IRRIGATION 11 BINGHAM
07S 44E 23 SE SE 01 IRRIGATION 11 BINGHAM
07S 44E 24 NE NW 01 IRRIGATION 11 BINGHAM
07S 44E 24 NW NW 01 IRRIGATION 11 BINGHAM
07S 44E 24 SW NW 01 IRRIGATION 11 BINGHAM
07S 44E 24 SE NW 01 IRRIGATION 11 BINGHAM
07S 44E 24 NE SW 01 IRRIGATION 11 BINGHAMNOV 13 1992
REPRODUCTION

NOV 13 1992

SCANNED

\$2007⁰⁰

JU

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: A27-11269
Date Received: 1/18/1990
Receipt No: 6012053
Received By: 28

RECEIVED

FEB 14 1990

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BEAR LAKE GRAZING COMPANY
Address: C/O PAUL KEETCH
1052 DINGLE ROAD
MONTPELIER, ID

208-847-0128

83254

2. Date of Priority: OCT 11, 1886

3. Source: DIAMOND CREEK

Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	44E	15	NE	SE	NE		CARIBOU
		25	SE	SE	SW		CARIBOU

5. Description of diverting works:

ROCK DAMS/CROSS DITCHES IN STREAM TO FLOOD IRR. SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	07/01	26.400		

7. Total Quantity Appropriated is:
26.400 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 4892.5 Acre Feet Per Annum.

9. Non-irrigation uses:

INCIDENTAL STOCKWATERING FOR 3000 HEAD RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	44E	2	SW	SW		IRR	3.0

A27-11269

Page 1

Date: 01/18/90

A2711269



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10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	44E	2	SE	SW		IRR	4.0
						Section Acres	7.0
		3	SW	SE		IRR	37.0
			SE	SE		IRR	30.0
						Section Acres	67.0
07S	44E	9	NE	NE		IRR	10.0
						Section Acres	10.0
		10	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	34.0
			NW	NW		IRR	20.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	18.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	592.0
		11	NE	NW		IRR	4.0
			NW	NW		IRR	34.0
			SW	NW		IRR	40.0
			SE	NW		IRR	7.0
			NW	SW		IRR	36.0
			SW	SW		IRR	17.0
						Section Acres	138.0
		14	SW	NW		IRR	15.0
			NE	SW		IRR	5.0
			SW	SW		IRR	37.0
			SE	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	44E	14	SW	SE		IRR	5.0

Section Acres 102.0

15	NE	NE	IRR	40.0
	NW	NE	IRR	40.0
	SW	NE	IRR	28.0
	SE	NE	IRR	40.0
	NE	NW	IRR	18.0
	NE	SE	IRR	40.0
	NW	SE	IRR	15.0
	SW	SE	IRR	25.0
	SE	SE	IRR	40.0

Section Acres 286.0

22	NE	NE	IRR	40.0
	~~NW~~	~~NE~~	~~IRR~~	~~5.0~~
	~~SE~~	~~NE~~	~~IRR~~	~~20.0~~

Section Acres 65.0

23	NE	NE	IRR	1.0
	NW	NE	IRR	37.0
	SW	NE	IRR	40.0
	SE	NE	IRR	34.0
	NE	NW	IRR	40.0
	NW	NW	IRR	40.0
	SW	NW	IRR	40.0
	SE	NW	IRR	40.0
	NE	SW	IRR	40.0
	NW	SW	IRR	20.0
	SE	SW	IRR	2.0
	NE	SE	IRR	40.0
	NW	SE	IRR	40.0
	SW	SE	IRR	15.0
	SE	SE	IRR	40.0

*Sam
Rud*

Section Acres 469.0

24	SW	SW	IRR	10.0
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Section Acres 10.0

25	NE	NW	IRR	5.0
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10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
07S	44E	25	NW		NW		IRR	37.0
			SW		NW		IRR	40.0
			SE		NW		IRR	20.0
			NE		SW		IRR	20.0
			NW		SW		IRR	25.0
			SW		SW		IRR	3.0
			SE		SW		IRR	10.0
						Section Acres	160.0	
		26	NE		NE		IRR	36.0
	SE			NE		IRR	15.0	
						Section Acres	51.0	
						Total Acres	1957.0	

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS NOTICE COMBINES DECREED RIGHTS 27-00060, 00061 AND 00062.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 8/01/1891

FRED S. STEVENS, ET AL.

Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL

Decree Defendant

MICROFILMED

NOV 13 1992

16. Signature(s)

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

Number of attachments: //

For Organizations:

I do solemnly swear or affirm that I am Sec of _____ Title

 Bear Lake Grazing Co. Organization, that I have signed the foregoing document in the space below as Sec of _____ Title

 Bear Lake Grazing Co. Organization and that the statements contained in the foregoing document are true and correct.

 Paul D. Seebert
Signature of Authorized Agent

 Sec. Bear Lake Grazing Co.
Title and Organization

 13 Feb 90
Date

State of Idaho)
County of Bear Lake) SS.

Subscribed and sworn (or affirmed) before me this 13 day
of February 19 90

 Donald O. Peterson
Notary Public

Seal

Residing at Montpelier

My Commission Expires 8/23/91

