

09/28/2006

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

RIGHT NUMBER: 75-4063

NAME AND ADDRESS: STATE OF IDAHO
DEPT OF FISH & GAME
PO BOX 25
BOISE ID 83707

SOURCE: SALMON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 4.000 CFS

PRIORITY DATE: 06/01/1914

POINT OF DIVERSION:

T24N R21E S27 NWNWSE Within LEMHI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/01 11/01	4.000 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T24N R21E S21	NESE	4.00	T24N R21E S21	NWSE	10.00
T24N R21E S21	SWSE	13.00	T24N R21E S21	SESE	35.00
T24N R21E S22	SWSW	15.00	T24N R21E S27	NENW	4.00
T24N R21E S27	NWNW	25.00	T24N R21E S27	SENW	12.00
T24N R21E S28	NENE	15.00			

133 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 - Beneficial Use

ok
11/20/2006

**NOTICE OF ERROR
REPLY**

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 12/13/2006

Water right number: 75-4063

STATE OF IDAHO
DEPT OF FISH & GAME
PO BOX 25
BOISE ID 83707
Telephone Number: (208)334-3700

RECEIVED
DEC 07 2006
IDWR/North

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

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

DATE: 27 Nov. 2006

SIGNATURE: Cynth Robertson

Please print your name: Cynthia Robertson

IDWR Regional Office, 7600 Mineral Drive, Suite 100, Coeur D' Alene, ID 83815, 2087622800

SCANNED
DEC 11 2006

RECEIVED
DEC 14 2006
IDWR/North



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

LAWRENCE G. WASDEN

September 20, 2006

Christopher Bromley
Deputy Attorney General
Idaho Department of Water Resources
The Idaho Water Center
322 East Front Street
Boise, Idaho 83720-0098
STATEHOUSE MAIL

Re: Water Right No. 75-04063

Dear Mr. Bromley:

Water Right No. 75-04063 has not been abandoned. Abandonment requires a showing of "(1) an intent to abandon and (2) an actual relinquishment or surrender of the water right." *Jenkins v. State, Dept. of Water Res.*, 103 Idaho 384, 388, 647 P.2d 1256, 1260 (1982). "Intent to abandon must be proved by clear and convincing evidence of unequivocal acts, and mere non-use of a water right, standing alone, is not sufficient for a per se abandonment." *Jenkins v. State, Dept. of Water Res.*, 103 Idaho 384, 388-89, 647 P.2d 1256, 1260-1261 (1982). Here, the bargained-for consideration provided for in the conservation easement was not merely a limitation on the Jenkins' use of Water Right No. 75-04063, but rather, the transfer of Water Right No. 75-04063 to the Idaho Department of Fish and Game. This unequivocal intent to acquire Water Right No. 75-04063, see *Conservation Agreement* at ¶ ILB ("The rights conveyed by this Easement are: 1. All rights and interest in Water Right Claim No. A75-04063."), evidences F&G's intent to possess and maintain its interest therein.¹ This conclusion is supported by F&G's timely filing of its notice of change of ownership.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Stanish", with a stylized flourish at the end.

DAVID I. STANISH
Deputy Attorney General

cc: Cindy Robertson

¹ Under the SRBA District Court's rulings in Order on Challenge (Consolidated Issues) of "Facility Volume" Issue and "Additional Evidence" Issue (Dec. 29, 1999) at 26-28 and Memorandum Decision and Order on Challenge; and, Order of Partial Decree (*Wood v. Troutt*) (May 9, 2002), the right is not subject to forfeiture during the pendency of the SRBA.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Section 42-225a, Idaho Code

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Bobby Gene Jenkins (name of claimant)
of Box 1405, Salmon, Idaho 83467 (mailing address), claims a right to the diversion and beneficial use of
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Salmon River
tributary to, Snake River
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Amount 4 CFS Use Irrigation Period of Use: From 4-1 To 11-1
Amount _____ Use _____ Period of Use: From _____ To _____
Amount _____ Use _____ Period of Use: From _____ To _____
(cfs, gpm or a/f) (dom., irri., stock, etc.) (both dates inclusive)

*4 cfs = 0.01 cfs per acre
330
133 acres x .01 = 1.61 cfs*

- (3) Total quantity of water claimed: 4 cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.
- (4) Priority claimed: (the date water was first applied to beneficial use) 1914

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
NW ¼ Sec. 27 Twp. 24N Rge. 21E B. M. County of Lemhi
Additional points of diversion: None

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Headgate and Ditch 5 feet deep and 3 feet wide. Length - ¼ mile.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
24N	21E	21													20	15	18	40	93
"	"	22											29	8					37
"	"	27				6	30	40	35	40	20								171
"	"	28				10													29
"	"	29																	
"	"	30																	
"	"	31																	
"	"	32																	
"	"	33																	
"	"	34																	
"	"	35																	
"	"	36																	
"	"	37																	
"	"	38																	
"	"	39																	
"	"	40																	

Total No. of acres 330

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: Used for irrigation purposes only.

- (7) If you are claiming water as a member of an organization, list name of organization: None

MICROFILMED

Brown, Roxanne

From: Graham, Bill
Sent: May 10, 2006 7:36 AM
To: Brown, Roxanne
Subject: FW: water right 75-4063

Roxanne - Here's Chris' take on the 75-4063 Agreement.

See ya at 10 - BG

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

From: Furey,Chris H - KEWR-4 [mailto:chfurey@bpa.gov]
Sent: Tuesday, May 09, 2006 4:47 PM
To: Graham, Bill
Cc: Case, Morgan
Subject: FW: water right 75-4063

Bill and Morgan,

Here's the e-mail pertaining to our discussion. From Carlene's view, this is 'perfect.' It sounds like we're all on the same page. Talk to you and Roxanne tomorrow. Thanks.

From: Furey,Chris H - KEWR-4
Sent: Monday, May 08, 2006 9:59 AM
To: Stenehjem,Carlene R - DKC-7
Cc: Kerr,Mary K - KE-4
Subject: RE: water right 75-4063

Hi Carlene,

I spoke with Bill Graham and Morgan Case from IDWR in a meeting last week. It appeared to them that the water at issue from 1996 was not a perfected water right, but rather only a water right claim that had not been adjudicated through the Snake River adjudication. When the conservation easement was secured with the intention to put water instream, IDWR likely viewed this as an intention to abandon the claim to the irrigation water right.

I discussed with IDWR that for conservation easements, the consumptive use of a water right can be transferred instream toward minimum instream flows as a beneficial use through the Idaho water supply bank. We will be having a conference call to discuss further with Roxanne Brown from IDWR.

Water rights that exist on land that are part of a conservation agreement for fish habitat purposes can be transferred instream in Idaho. (They are not abandoned at the time an agreement is signed - the water right claim involved in the 1996 easement is unique since the water use appears to not be a perfected water right and was not established through an adjudication). Bill and Morgan from IDWR are willing to work with entities to help ensure water rights that are part of conservation easements are transferred instream where that is an intent of the transaction.

If you need more information or would like to discuss, please feel welcome to contact me.

Chris

From: Stenehjem,Carlene R - DKC-7
Sent: Tuesday, May 02, 2006 2:04 PM
To: Kerr,Mary K - KE-4; Furey,Chris H - KEWR-4
Subject: RE: water right 75-4063

5/10/2006

Great. Thanks Mary. Chris, if you could just jot down a few lines regarding the conversation, that would be great. Thanks!

From: Kerr, Mary K - KE-4
Sent: Tuesday, May 02, 2006 2:04 PM
To: Furey, Chris H - KEWR-4
Cc: Stenehjem, Carlene R - DKC-7
Subject: FW: water right 75-4063

Chris - Can you let Carlene and me know when this is resolved? Thanks!

Carlene - I just spoke to Chris and he will be attending a conference later this week with IDWR and will discuss this issue.

From: Stenehjem, Carlene R - DKC-7
Sent: Tuesday, May 02, 2006 1:31 PM
To: Kerr, Mary K - KE-4
Subject: FW: water right 75-4063

Here's another one. Carlene

From: Robertson, Cindy [mailto:crobertson@idfg.idaho.gov]
Sent: Monday, May 01, 2006 1:33 PM
To: EFWweb
Cc: Servheen, Gregg; Lukens, Jim
Subject: FW: water right 75-4063

To Whom It May Concern:

This email is in regards to a 1996 Conservation Agreement negotiated between Bobby Jenkins and Idaho Department of Fish and Game. BPA provided funding to convey a conservation agreement in perpetuity from Jenkins to Fish and Game through transferring water right 75-4063 to Fish and Game. The intent was to convey the water right to Fish and Game so the diversion of water from the Salmon River to irrigate the eastern portion of the Jenkins' property would be retired and future diversions from the Salmon River for the purpose of irrigating the property would also be prohibited.

Idaho Department of Water Resources has informed me (see email below), after reviewing the agreement document, they believe the agreement was essentially a declaration of abandonment of the water right and, as such, they intend to recommend the claim to the water right be disallowed due to abandonment. Abandonment of the right would seem to accomplish the stated purpose of the agreement, which was to ensure the diversion of irrigation water from the Salmon River under the water right ceased.

If you have questions or concerns regarding this matter, please feel free to contact me at the phone number or email address below.

Sincerely,

Cindy Robertson

Cindy Robertson

Staff Biologist

Idaho Department of Fish and Game

P.O. Box 25

5/10/2006

Boise, ID 83707

PH: (208) 287-2715

FAX: (208) 334-2114

Email: crobertson@idfg.idaho.gov

[Note new email address](#)

From: Brown, Roxanne [<mailto:Roxanne.Brown@idwr.idaho.gov>]

Sent: Friday, April 28, 2006 1:59 PM

To: Robertson, Cindy

Subject: 75-4063

Cindy,

I have discussed this claim with Chris Bromley (Deputy AG for IDWR), along with the associated "Deed of Conservation Easement" agreement between Mr. Jenkins and IDFG. It appears to us that any water right that may have been developed under 75-4063 was abandoned at the time the easement agreement was signed. I have completed the recommendation for this claim and it can be reviewed on-line.

Please let me know if IDFG needs additional information.

Roxanne Brown

Water Rights Supervisor

Idaho Dept. of Water Resources

(208) 287-4914

roxanne.brown@idwr.idaho.gov

5/10/2006

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: A75-04063
Date Received: 1/22/1990
Receipt No: C014141
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: STATE OF IDAHO
Address: DEPT FISH & GAME
600 S WALNUT
BOISE ID

208-334-2920

83707

2. Date of Priority: JUN 1, 1914 (Tax Assessment from 1912 shows irrigation)

3. Source: SALMON RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	21E	27	NW	NW	SE		LEMHI
		34	NW	NW	NE		LEMHI

5. Description of diverting works:
HEADGATES AND DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.000		

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

A.F.A.

8. Total consumptive use is 332.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	21E	21	✓NE	SE		IRR	4.0
			✓NW	SE		IRR	10.0

MICROFILMED

A75-04063

Page 1

Date: 09/17/NOV 18 1996

SCANNED

APR 27 2006

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	21E	21	✓SW	SE		IRR	13.0
			✓SE	SE		IRR	35.0
					Section Acres		62.0 (21.0 - 1912 Assessment) (39.0 - meadow & pasture - 1912 Assessment)
		22	✓SW	SW		IRR	15.0
					Section Acres		15.0 (12.0 - 1912 Assessment) (11.0 - meadow and pasture)
		27	NE	NW		IRR	4.0
			✓NW	NW		IRR	25.0 (12.0 - 1912 Assessment)
			SE	NW		IRR	12.0
					Section Acres		41.0
		28	✓NE	NE		IRR	15.0
					Section Acres		15.0 (5.0 - 1912 Assessment)
					Total Acres		133.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
CHANGED OWNERSHIP 9/17/96/EC/JT

15. Basis of Claim: STATUTORY CLAIM

ASSESSMENT ROLL FOR THE YEAR 1912
REAL PROPERTY

[illegible]

SCANNED

Instrument No. 11688

Jenkins

DEPARTMENT OF THE INTERIOR
UNITED STATES LAND OFFICE HAILEY, IDAHO.
Serial No. 06539
Receipt No. 815148
CERTIFICATE.
HOMESTEAD.

November 11, 1911.

It is hereby certified that, pursuant to the provisions of Section 2291, Revised Statutes of the United States, John Mickelson, Carmen, Idaho, has made payment in full for All that portion of sections 21, 22, 27, 28 in T. 24 N. R. 21 E. B. M., designated by the U.S. Surveyor General for Idaho as H.E. Survey No. 51, and described as follows: Beginning at corner No. 1 of said survey whence the corner common to sections 21, 22, 27, 28 T. 24, N. R. 21, E. of the Boise M. bears N. 0 3' W. 10' ch. and running thence S. 89 56' W. 10.015 ch. to corner no. 2; thence N. 0 3' W. 5 ch. to corner no. 3; thence S. 89 56' W. 10.01 ch. to corner no. 4; thence N. 0 3' W. 5 ch. to corner No. 5; thence S. 89 56' W. 5 ch. to corner no. 6; thence N. 0 3' W. 5 ch. to corner no. 7; thence S. 89 56' W. 5 ch. to corner no. 8; thence N. 0 3' W. 30.40 ch. to corner no. 9; on right bank of Salmon R; thence meandering the right bank of Salmon R up stream S. 52 30' E. 1.24 ch.; thence N. 84 30' E. 4 ch.; thence S. 74 E. 2 ch.; thence S. 75 30' E. 3 ch.; thence S. 70 E. 14 ch.; thence S. 56 E. 5 ch.; thence S. 54 30' E. 2 ch.; thence S. 46 30' E. 1.80 ch. to the meander corner between sections 21 and 22; thence S. 47 30' E. 11 ch.; thence S. 59 45' E. 20.20 ch. to corner no. 10; thence leaving the right bank of the Salmon R. S. 0 3' E. 5.19 ch. to corner no. 11; thence S. 89 51' E. 5 ch. to corner No. 12; thence S. 0 3' E. 25 ch. to corner no. 13; thence N. 89 51' W. 15 ch. to corner no. 14; thence N. 0 3' W. 5 ch. to corner no. 1; the place of beginning. Township 24 N., Range 21 E., Boise Meridian, containing 152.94 acres.

NOW, Therefore, be it known that, on presentation of this Certificate to the Commissioner of the General Land Office; the said John Mickelson shall be entitled to receive a Patent for the lot above described.

P. F. Horn, Register.

Recorded at the request of A. C. Cherry, Nov. 28th, 1911, at 35 minutes past 10 o'clock A.M., in Book R of Deeds, page 590, Records of Lemhi County, Idaho.

[Signature]
County Recorder

Deputy.

No. 11689

Desert Lands THE UNITED STATES OF AMERICA,
Certificate No. 115 TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Solon S. Tobias of Lemhi County, Idaho Territory, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Hailey, Idaho Territory, whereby it appears that full payment has been made by the said Solon S. Tobias according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Northwest quarter of the Northwest quarter; the South half of the Northwest Quarter and the North half of the Southwest quarter of Section twelve, in Township fifteen, North of Range twenty six East of Boise Meridian in Idaho Territory, containing two hundred acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Solon S. Tobias.

NOW KNOW YE, That the United States of America, in consideration of the Premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Solon S. Tobias and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Solon S. Tobias, and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and fifteenth.

By the President: Benjamin Harrison

Recorded, Vol. 2, Page 3 By M. McKean, Secretary.

J. M. Townsend, Recorder of the General Land Office.

Recorded at the request of W. C. Smith, Nov. 28th, 1911, at 36 minutes past 10 o'clock A.M., in Book R. of Deeds, page 590, Records of Lemhi County, Idaho.

[Signature]
County Recorder

Deputy.

ALLIANCE
TITLE & ESCROW CORP.

75-4063 S-1

RECEIVED
8/11/96

TRANSMITTAL LETTER

August 14, 1996

IDAHO DEPT. OF FISH & GAME
600 S. Walnut
Boise, ID 83707

ORDER No. 6-6183-C
LOAN No.
REFERENCE JENKINS

In connection with the above transactions, we enclose:

- Standard ☒ 13 0044 106 00000148
ALTA ☐
- ☒ Policy of Title Insurance
 - ☐ Escrow closing statement
 - ☐ Our check # _____ in the amount of \$ _____
 - ☐ Deed from _____
 - ☐ Deed of Trust executed by _____
 - ☐ Original Note for \$ _____ made by _____
in favor of _____
 - ☐ Copy of recorded documents which you requested
 - ☐ Receipted tax bill
 - ☐ Commitment for Title Insurance
 - ☐ Deed of Reconveyance for Deed of Trust No. _____
 - ☒ Statement No. 1391 Paid in full
 - ☒ Original recorded Deed
 - ☒ Change of Water Rights
 - ☒ Closing copies
 - ☐
 - ☐

Any recorded document to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

By TMSch
Tina M. Schock



205 COURTHOUSE DRIVE • P.O. Box 1169 • SALMON, ID 83467

208.756.4231 • FAX 208.756.4232

ALLIANCE

TITLE & ESCROW CORP.

INVOICE # 1390-1391

DATE: Aug. 8, 1996

ORDER # 6-6183-C

BILL TO

REMIT TO:

IDAHO DEPT. OF FISH & GAME
600 S. Walnut
Boise, ID 83707

205 Courthouse Drive
P.O. Box 1169
Salmon, ID 83467

RE: FISH & GAME/JENKINS

Closing fee	\$ 350.00
Owner policy	969.00
Express mail	22.00
Recording	54.00
TOTAL PAID	<u>\$1,395.00</u>

PAID BY ALLIANCE TITLE ESCROW
CHECK No. 5077 DATED 8/7/96
FOR \$1,395.00

INVOICE IS DUE UPON RECEIPT

TOTAL DUE

After 30 days, invoice is subject to 1.5% service charge each month.



AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0044 106 00000148

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
205 COURTHOUSE DRIVE
SALMON, ID 83467
(208) 756-4231

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Mella
President



Terri Cotterell
Authorized Signatory
TERRI COTTERELL

By:

Thomas J. Adams
Secretary

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
6-6183-C	13 0044 106 00000148	AUGUST 7, 1996 AT 9:45 A.M.	\$ 237,400.00	\$ 969.00

1. Name of Insured:

STATE OF IDAHO, DEPARTMENT OF FISH AND GAME

2. The estate or interest in the land which is covered by this Policy is:

CONSERVATION EASEMENT AS CREATED BY DEED OF CONSERVATION EASEMENT, RECORDED AUGUST 7, 1996 AS INSTRUMENT NO. 230747, RECORDS OF LEMHI COUNTY, IDAHO.

3. Title to the estate or interest in the land is vested in:

STATE OF IDAHO, DEPARTMENT OF FISH AND GAME

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

SEE ATTACHED SCHEDULE A PAGE 2

SCHEDULE B CONTINUED

11. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways.

12. Any adverse claim based on the assertion that some portion of said land is unsurveyed lands of the United States.

13. Any adverse claim based on the assertion that some portion of said land is now, or at any time has been within the boundaries of Salmon River or by reason of the fact or claim that any portion or portions thereof have been rendered un-navigable by artificial means, or has accreted to such portions so created.

SCHEDULE CONTINUED

HES SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, BEARS NORTH 3' WEST 10 CHAINS DISTANT; THENCE S. 89 DEGREES 56' W., 10.015 CHAINS TO CORNER NO. 2; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 3; THENCE S. 89 DEGREES 56' W., 10.01 CHAINS TO CORNER NO. 4; THENCE N. 3' WEST 5 CHAINS TO CORNER NO. 5; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 6; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 7; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 8; THENCE NORTH 3' WEST 30.4 CHAINS TO CORNER NO. 9; THENCE S. 52 DEGREES 30' E., 1.24 CHAINS, N. 84 DEGREES 30' E., 4 CHAINS, THENCE S. 74 DEGREES E. 2 CHAINS, S. 75 DEGREES 30' E., 3 CHAINS, S. 70 DEGREES E., 14 CHAINS, S. 56 DEGREES E., 5 CHAINS, S. 54 DEGREES 30' E., 2 CHAINS, S. 46 DEGREES 30' E., 1.8 CHAINS, S. 47 DEGREES 30' E., 11 CHAINS, S. 59 DEGREES 45' E., 2.2 CHAINS TO CORNER NO. 10; THENCE SOUTH 3' EAST 5.19 CHAINS TO CORNER NO. 11; THENCE S. 89 DEGREES 51' E., 5 CHAINS TO CORNER NO. 12; THENCE SOUTH 3' EAST 25 CHAINS TO CORNER NO. 13; THENCE N. 89 DEGREES 51' W., 15 CHAINS TO CORNER NO. 14; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING.

BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

ALSO, H.E. SURVEY NO. 63, EMBRACING A PORTION OF SECTIONS 22 AND 27, IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SCHEDULE CONTINUED

BEGINNING AT CORNER NO. 1, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 27 BEARS S. 3' E., 5 CHAINS DISTANT; THENCE N. 3' W., 20 CHAINS TO CORNER NO. 2; THENCE S. 89 DEGREES 41' E., 15 CHAINS TO CORNER NO. 3; THENCE N. 3' WEST 25 CHAINS TO CORNER NO. 4; THENCE S. 89 DEGREES 51' E., 4.52 CHAINS TO CORNER NO. 5; THENCE MEANDERING THE WEST BANK OF SALMON RIVER S. 61 DEGREES 30' E., .59 OF A CHAIN, S. 63 DEGREES E. 5.2 CHAINS, S. 44 DEGREES E., 4 CHAINS S. 58 DEGREES 30' E., 5 CHAINS, S. 18 DEGREES E., 2 CHAINS, S. 8 DEGREES E., 3.4 CHAINS, S. 20 DEGREES E., 15 CHAINS, S. 20 DEGREES 15' E., 8.2 CHAINS, S. 12 DEGREES 45' E., 5.8 CHAINS, S. 03 DEGREES 30' E., 7.1 CHAINS S. 11 DEGREES E., 2.15 CHAINS TO CORNER NO. 6; THENCE N. 89 DEGREES 52' W., 2.77 CHAINS TO CORNER NO. 7; THENCE S. 3' E., 10 CHAINS TO CORNER NO. 8; THENCE N. 89 DEGREES 53' W. 20.04 CHAINS TO CORNER NO. 9; THENCE NORTH 3' W., 10 CHAINS TO CORNER NO. 10; THENCE N. 89 DEGREES 52' W., 10.02 CHAINS TO CORNER NO. 11; THENCE N. 3' W., 5 CHAINS TO CORNER NO. 12; THENCE N. 89 DEGREES 52' W, 10.02 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING...

ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 7/31/96

LEGAL DESCRIPTION OF PROPERTY: Township See Attached exhibit A Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A75-04063
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): BOBBY G. JENKINS
P.O. Box 6
NORTH FORK, IDAHO 83466
- ☐ New Owner/Claimant (Purchaser): IDAHO DEPT. FISH & GAME
- ☐ New Mailing Address: 600 S. WALNUT
BOISE, IDAHO 83707
- ☐ New Telephone Number: (208) 334 - 2920
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: CONSERVATION EASEMENT

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Thomas Plank Date 7/29/96
STATE WILDLIFE LAND MANAGER Date _____
- ☐ Signature of Former Owner/Claimant(s): Bobby G. Jenkins Date 8-6-96
Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken:

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

EXHIBIT A

H.E. SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

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ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

ALLIANCE

TITLE & ESCROW CORP.

LETTER OF CLOSING INSTRUCTIONS TO AMERICAN LAND TITLE CO.

ESCROW NO. E-2277-BW

DATE: July 31, 1996

We, the undersigned, hereby instruct American Land Title Co. hereinafter referred to as the "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instruction and information:

The parties have entered into a contract for the purchase and sale of the subject property entitled, OPTION FOR PURCHASE/LETTER dated 4-2-96 & 4-26-96, hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: HES 51 & 63 (LEMHI COUNTY) NORTH FORK, IDAHO

BUYER: STATE OF IDAHO, DEPT. OF FISH & GAME

SELLER: BOBBY G. JENKINS

TERMS:

Sales Price \$ 237,400.00

Payable as follows:

Earnest Money Deposit	\$ <u>0.00</u>	held by _____
Cash (approximate)	\$ <u>237,400.00</u>	
Assumption of approx. balance owing to	\$ _____	
New Loan amount	\$ <u>N/A</u>	from _____
Deed of Trust (Mortgage) in favor of _____	\$ <u>N/A</u>	

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of _____ in the amount of \$ N/A
2nd lien shall be in favor of _____ in the amount of \$ _____

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.



205 COURTHOUSE DRIVE • P.O. BOX 1169 • SALMON, ID 83467

208.756.4231 • FAX 208.756.4232

PRO-RATION DATE: Jul 1, 1996

CLOSING DATE: July 31, 1996

The "Closing Agent" is instructed to pro-rate all items to be pro-rated as of the above date with the seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

NOTE: TAXES WILL REMAIN THE RESPONSIBILITY OF THE LANDOWNER & WILL NOT BE PRO-RATED

The property taxes for 1996 shall be pro-rated on the basis of the 1995 tax assessed. If the amount assessed is not known, taxes shall be pro-rated on the estimate of \$ 0.00. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 8302203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes and agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so.

THE FOLLOWING ITEMS SHALL BE PAID BY BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D) OR PAID OUTSIDE CLOSING (POC)

_____	Attorney's Fees		
<u>D</u>	Closing Fee		
<u>S</u>	Title Insurance, Own Policy		
_____	Title Insurance, Loan Policy		
_____	Assumption Fee		
<u>N/A</u>	Escrow Set-up		
_____	Survey		
<u>N/A</u>	Real Estate Commission of	<u>N/A</u>	to <u>N/A</u>
_____	Real Estate Commission of	_____	to _____

TITLE INSURANCE: Insurer SECURITY UNION TITLE
S (X)std () ext. coverage owners policy
_____ ()std (X) ext. coverage loan policy

	No. <u>6-6183-C</u>
AMT. \$	<u>237,400.00</u>
AMT. \$	<u>N/A</u>

HAZARD INSURANCE:

() Assume Existing, (X) Obtain New, From _____ Paid _____

When closing agent has received all properly executed documents and all funds necessary for completion of the transaction and the Title Insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No. 1-10 & 12-16 as set out in their commitment or preliminary report dated JULY 25, 1996, and their usual printed exceptions, the closing agent is hereby authorized to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due or delay in disbursing beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto. EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usuary or consumer protection laws of the United States or the State of Idaho.

The closing agent is directed to comply with the Instructions contained herein and the parties hereto agree to indemnify and hold harmless the closing agent from any all actions or losses related hereto other than failure to comply herewith including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

Escrow Holder is to assume no responsibility or liability for the calculation, deduction, or any other act such as the withholding of funds and/or for the payment of taxes in compliance with the Foreign Investment in Real Property Tax Act as amended in 1984 (IRC 1445 et seq.) or any other Internal Revenue statute or regulation. The determination of whether such tax is due and its payment or withholding, if due, shall be handled by the parties outside of escrow. Escrow Holder has advised the parties to contact their attorney or tax advisor regarding the applicability of section 1445 to this transaction. Escrow Holder reserves the right to take any action it believes the law requires it to take, whether included within these instructions or not.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING;

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice--advice as to the content of the documents, nor the advice as to the merits of the transaction has been offered by the closing agent, and
- 5) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

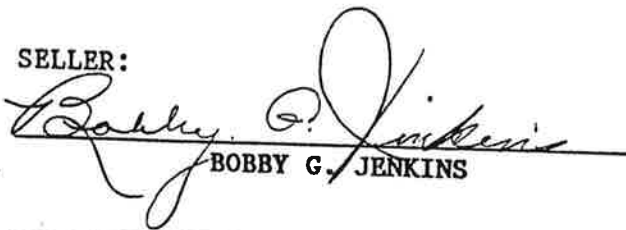
ADDITIONAL INSTRUCTIONS:

BUYER:



STATE OF IDAHO, DEPT. OF FISH & GAME

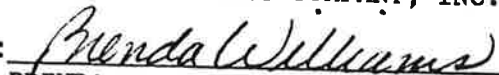
SELLER:



BOBBY G. JENKINS

AMERICAN LAND TITLE COMPANY, INC.

BY:



BRENDA WILLIAMS

Buyer's

Property Address: HES 51 & 63 (LEA COUNTY) NORTH FORK, ID 83466
Seller: BOBBY G. JENKINS
Purchaser: STATE OF IDAHO, DEPT. OF FISH & GAME
Settlement Date: 07/31/96
Date of Proration: 07/31/96

Legal Description:

LEGAL DESCRIPTION AS PER COMMITMENT FOR TITLE INSURANCE

File No: 6-6183-C

Description	Debit	Credit
Tract Sales Price		
Element Fee to AMERICAN LAND TITLE CO., INC.	237,400.00	
RESS MAIL	175.00	
ording Fees	11.00	
	27.00	
Totals		
ance due from Buyer	237,613.00	
ALS		237,613.00
	237,613.00	237,613.00

1995 taxes are pro-rated on the 1995 tax amount. The signatories herein, hereby acknowledge that there may be a difference between the amount of taxes pro-rated and the actual amount of taxes. It is further acknowledged that under the Idaho Code Sections 63-203, "Taxpayers Property Declaration", (personal property); 63-403, "New and Additional Assessments"; 69-505, "Reporting", (newly constructed improvements), additional taxes may be levied. We further agree to hold American Land Title Company harmless for any such pro-ration differences. We further agree to hold American Land Title Company harmless for any additional taxes which may be levied. Taxes will be re-adjusted between the buyer and seller when actual statements become available and same is hereby agreed to by the signatories hereon.
HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE STATEMENT.

APPROVED and ACCEPTED



STATE OF IDAHO, DEPT. OF FISH & GAME

AMERICAN LAND TITLE CO., INC.

230747

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 31st day of JULY, 199 6, by **BOBBY G. JENKINS**, whose address is P.O. Box G, North Fork, Idaho, 83466, (hereinafter **LANDOWNER**), to the **STATE OF IDAHO, DEPARTMENT OF FISH AND GAME**, whose address is 600 South Walnut, Boise, Idaho 83707 (hereinafter **DEPARTMENT**).

I. RECITALS

A. The State of Idaho and the Idaho Fish and Game Commission has recognized that certain lands and waters are worthy of perpetual conservation and have directed the DEPARTMENT to acquire such areas by voluntary, cooperative means and to create a conservation easement pursuant to Title 36, Chapter 1 and Title 55, Chapter 21, Idaho Code.

B. The LANDOWNER is the owner of certain real property in Lemhi County, Idaho, more particularly described on Exhibit "A" which is incorporated by this reference as part of this Deed of Conservation Easement (subsequently referred to as "the PROPERTY").

The PROPERTY, for the purposes of this easement, is divided by the electric powerline running from the northwest corner to the southeast corner of the property into the "west uplands segment" (W.S.) and the "east segment" (E.S.) as shown in Attachment 1. Attachment 1 is incorporated by this reference as part of the Deed of Conservation Easement.

1. The PROPERTY supports significant communities of native plants and habitat for wildlife valuable to the people of Idaho and has water rights originating in the Salmon River

State of Idaho)
County of Lemhi) SS No. _____
This instrument was filed for record at the request
of Alliance Title
at 9:45 o'clock A m 8-7 1996
and duly filed and indexed in the records of Lemhi
County

1

JENKINS.EAS

Alberta Wiederrick
Ex-Officio Recorder
By Lynn J. Morton Deputy
Fee 54⁰⁰
Return to _____

which are important to anadromous fish. Through exercise of these rights, water may currently be diverted onto the Property through equipment or structures without fish screens.

2. Private ownership of the PROPERTY is desirable to minimize long term public management costs.

C. The LANDOWNER, as owners in fee of the PROPERTY, own the affirmative rights to sell or transfer the Salmon River water rights and, to identify, to preserve and protect in perpetuity, the fish and wildlife values, the natural elements, and processes of the PROPERTY.

D. The LANDOWNER desires and intends to transfer those rights specified in Section II of this Easement to the DEPARTMENT in exchange for \$237,400.

E. The Bonneville Power Administration (BPA), an agency of the United States of America, Department of Energy, has funded the DEPARTMENT'S purchase of this Conservation Easement. For this reason, the parties intend to create in BPA a third-party right of enforcement, as defined in Section 55-2101, Idaho Code.

F. BPA's purpose in funding this easement is to eliminate all present and future diversions of water from the Salmon River for use on the Property. The parties to this agreement intend to create in BPA a right to enforce any and all terms of this agreement that prohibit diversion of water from the Salmon River. The parties do not intend to create in BPA a right to enter the Property or to enforce any restriction on use of the Property except those restrictions that prohibit diversion of water from the Salmon River.

II. AGREEMENTS

In consideration of \$237,400 and the recitals, mutual covenants and terms contained herein and pursuant to the laws of the State of Idaho and in particular to Section 55-2101 et seq.,

Idaho Code, LANDOWNER hereby voluntarily grants and conveys to the DEPARTMENT a Conservation Easement in perpetuity consisting of the following rights and restrictions over and across the PROPERTY.

A. **PURPOSE**

1. It is the purpose of this Conservation Easement to protect anadromous fish resources by eliminating diversion of Salmon River water for use on the Property, through transferring to the Department the Salmon River water rights appurtenant to the PROPERTY (No.A75-04063) and prohibiting any future diversion of Salmon River water for the benefit of the Property. It is the further purpose of this Conservation Easement to preserve, protect and enhance in perpetuity the plant communities and fish and wildlife habitat of the E.S. PROPERTY by prohibiting development of homesites and conducting mutually agreed upon habitat improvement projects.

2. Under the terms of this Easement, future irrigation of the E.S. PROPERTY is restricted to existing water rights Nos. A75-10029 and A75-10033, or to newly developed ground water sources. Water from the Salmon River shall not be diverted by any means for any use on the PROPERTY.

3. Pursuant to the terms of Section 55-2101, Idaho Code, the E.S. PROPERTY, preserved by this Easement as natural land, may not be converted or directed to any uses other than those provided for by this Easement.

4. Under the terms of the Easement, the only restrictions on the W.S. PROPERTY are related to a limit to the number of developed homesites and indemnification of the Department from wildlife depredations.

B. DEPARTMENT'S RIGHTS

The rights conveyed by this Easement are:

1. All rights and interest in Water Right Claim No. A75-04063.
2. The right to identify, preserve, protect, and enhance the fish and wildlife habitat, including the riparian and wetland vegetation communities and ecological features along the Salmon River flood plain on the E.S. PROPERTY and to develop mutually agreed-upon habitat enhancement projects.
3. The right to enter the E.S. PROPERTY to enforce the rights granted to it by this Easement and to observe, study, and make scientific observations of its fish and wildlife habitat, in a manner that will not unreasonably interfere with the use of the PROPERTY by the LANDOWNER.
4. The right to enjoin any activity on, or use of, the PROPERTY which is inconsistent with this Easement.
5. The existing bridge crossing the Salmon River and accessing the property, remains under the control and ownership of the landowner. The Department will not be responsible for repair, maintenance, or replacement of the bridge, PROVIDED the Department limits the weight of vehicles and/or equipment crossing the bridge to 8,800 GVW or less.

C. LANDOWNER'S RIGHTS

The LANDOWNER reserves to himself, successors and assigns all rights accruing from her/his ownership of the PROPERTY, including the right to engage in or permit others to engage in all uses of the PROPERTY that are not expressly prohibited or restricted by this Easement and are not inconsistent with the purpose of this Easement. Without limiting the

generality of the previous statement and subject to the Restrictions on Landowner's Use and Practices of this Easement (Paragraph D), the following rights are expressly reserved:

1. The right to irrigate existing pastures using water right Nos. A75-10029 and A75-10033 or newly developed ground water sources.
2. The right to subdivide the part of the PROPERTY known as the "West Uplands" and shown in Attachment 1, into no more than ten (10) new, individual, family home sites excluding Mr. Jenkins' existing residence. It is understood that should sub-development occur the homeowners will be responsible for protecting their property from wildlife damage at their own expense.
3. The right to restrict public access on the PROPERTY.
4. The right to institute and carry on any agricultural or ranching activity which will not result in a degradation of any of the fish and wildlife habitat on the E.S. PROPERTY in such a manner as to have a demonstrated effect upon soil and vegetation as indicated in transect monitoring or upon the riparian systems and their processes.
5. The right to develop and maintain those water resources on the PROPERTY necessary for the grazing, agricultural, wildlife, and domestic purposes that are allowed by this Easement.
6. The right to build, maintain, and repair fences and other existing non-residential improvements on the E.S. PROPERTY.

7. The right to construct and maintain an access road on the E.S. PROPERTY, from the existing road on the north, to the south boundary of the E.S. PROPERTY. The location of the road will be mutually agreed upon by the DEPARTMENT and the LANDOWNER.

D. RESTRICTIONS ON LANDOWNER'S RIGHTS

Any activity on or use of the E.S. PROPERTY that is inconsistent with the purpose of this Easement is prohibited or restricted. This would include at least the following activities:

1. Agricultural activities that are inconsistent with the maintenance and enhancement of the soil composition, structure, and productivity.

2. Residential development of any kind.

3. Activities that result in pollution or degradation of any surface waters in such a manner so as to have a detrimental effect upon fish, wildlife, or their natural habitat.

4. Exploration or extraction of minerals, coal, bentonite, hydrocarbons, soils, or other materials on or below the surface of the E.S. PROPERTY unless carried out in a manner that minimizes the impact on the E.S. PROPERTY and with prior approval of the DEPARTMENT.

5. The legal or *de facto* subdivision of the PROPERTY for any purpose EXCEPT that portion of the PROPERTY known as the "West Uplands" and shown on Attachment 1 may be subdivided into no more than ten (10) new individual building lots. The sale, exchange, devise, or gift of a unit of E.S. PROPERTY solely for agricultural purposes, but not for residential or any purpose related to residential use, shall not be considered a subdivision or *de facto* subdivision, provided that such transfer is effected with an express provision reflecting that the E.S. PROPERTY is subject to the terms and conditions of this Easement, without

modification or expansion of the terms of this Easement. The DEPARTMENT shall be furnished with a copy of any document or conveyance used to effect such a transfer at least thirty (30) days prior to its execution.

6. Diversion of water from the Salmon River by any means for any purpose.

7. Any commercial or industrial use of or activity on the E.S. PROPERTY other than those relating to agriculture or recreation as specifically allowed in this Easement.

8. Dumping or other disposal of wastes and debris on the E.S. PROPERTY is prohibited.

9. LANDOWNER and his heirs or assigns agrees to not file any Depredation Complaints with the DEPARTMENT for damages caused by wildlife on the PROPERTY during the term of this Easement.

E. BPA'S RIGHT OF ENFORCEMENT

The LANDOWNER and the DEPARTMENT agree that BPA and its successors and assigns shall have the right, but not the obligation, to enforce any and all terms of this Deed of Conservation Easement that prohibit diversion of water from the Salmon River.

F. NOTICE TO THE DEPARTMENT

The purpose of requiring the LANDOWNER to notify the DEPARTMENT prior to undertaking certain permitted activities is to afford the DEPARTMENT an opportunity to ensure that activities are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, the LANDOWNER shall notify the DEPARTMENT in writing not less than thirty (30) days prior to the date the LANDOWNER intends to undertake the activity in question. The notice, which must be sent by registered or certified mail, return

receipt requested, shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the DEPARTMENT to make an informed judgement as to its consistency with the purpose of this Easement. The DEPARTMENT has forty-five (45) days from receipt of the notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify the LANDOWNER of its objections to the proposed activity. Objections shall be based upon the DEPARTMENT's opinion that the proposed activity is inconsistent with this Easement. If, in the opinion of the DEPARTMENT, it is possible that the proposed activity can be modified to be consistent with this Easement, the DEPARTMENT shall inform the LANDOWNER of the manner in which the proposed activity may thereafter be conducted in a manner that is mutually acceptable to the LANDOWNER and the DEPARTMENT. The DEPARTMENT's response to the LANDOWNER's notice shall be sent by registered or certified mail, return receipt requested.

Should the DEPARTMENT fail to post its response to the LANDOWNER's notice within forty-five (45) days of receipt of the notice, the proposed activity shall be deemed to be consistent with the terms of this Easement. The DEPARTMENT has no further right to object to the activity identified by such notice. The LANDOWNER shall be under no liability or obligation for any failure to give prior notice for any activity undertaken by the LANDOWNER necessitated by virtue of fire, flood, act of God, or other element, or any other emergency; however, after such an event, if there is damage to the conservation values protected by this Easement, the LANDOWNER shall notify the DEPARTMENT of the damage as soon as practicable.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by registered or certified mail, return receipt requested, addressed as follows:

To Landowner: Bobby G. Jenkins
P.O. Box G
North Fork, Idaho 83466

To Department: Chief, Bureau of Wildlife
Idaho Department of Fish and Game
600 S. Walnut
Boise, Idaho 83707

or to such other address as either party from time to time shall designate by written notice to the other.

G. DEPARTMENT APPROVAL

Where the DEPARTMENT's approval is required, the DEPARTMENT shall grant or withhold its approval in writing within forty-five (45) days of receipt of the LANDOWNER's written request for approval. The DEPARTMENT's approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the purpose of this Easement.

H. REMEDIES FOR UNAUTHORIZED USES AND PRACTICES

If the DEPARTMENT determines that the LANDOWNER is in violation of the terms of this Easement or that a violation is threatened, or if the LANDOWNER undertakes any activity requiring approval of the DEPARTMENT without first securing such approval, the DEPARTMENT shall give written notice to the LANDOWNER of the violation and demand corrective action sufficient to cure the violation and, where the violation involved injury to the

E.S. PROPERTY resulting from any use or activity inconsistent with the purpose of this Easement, to restore that portion of the E.S. PROPERTY so damaged. If the LANDOWNER fails to cure the violation within thirty (30) days after receipt of notice from the DEPARTMENT, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the DEPARTMENT may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by the terms of this Easement or damage to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the E.S. PROPERTY to the condition that existed prior to the injury.

Without limiting the LANDOWNER's liability, the DEPARTMENT, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the E.S. PROPERTY. If the DEPARTMENT, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the E.S. PROPERTY, the DEPARTMENT may pursue its remedies under this paragraph without prior notice to the LANDOWNER or without waiting for the period provided for cure to expire.

The DEPARTMENT's rights under this provision apply equally in the event of either actual or threatened violation of the terms of this Easement, and the LANDOWNER agrees that

if the DEPARTMENT's remedies at law for any violation of the terms of this Easement are inadequate, that the DEPARTMENT shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the DEPARTMENT may be entitled, including specific performance of the terms of this Easement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The DEPARTMENT'S rights under this Easement shall not prevent the LANDOWNER from defending himself in court, or from opposing any claim for damages. Any award of damages shall be determined by the appropriate court of law, or by negotiation between parties.

The DEPARTMENT's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or in the future existing at law or in equity.

I. DEPARTMENT'S DISCRETION

Enforcement of the terms of this Easement is at the discretion of the DEPARTMENT and BPA, and any forbearance by the DEPARTMENT or BPA to exercise its rights under this Easement in the event of any breach of any term of this Easement by the LANDOWNER shall not be deemed or construed to be a waiver by the DEPARTMENT or BPA of that term or of any subsequent breach of the same or any other term of this Easement. No delay or omission by the DEPARTMENT or BPA in the exercise of any right or remedy upon any breach by the LANDOWNER shall impair the right or remedy or be construed as a waiver.

J. WAIVER OF CERTAIN DEFENSES

The LANDOWNER hereby waives any defense of laches, estoppel, or prescription.

K. HOLD HARMLESS CLAUSE

The LANDOWNER shall hold harmless, indemnify, and defend the DEPARTMENT and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the E.S. PROPERTY, regardless of cause, unless due to the negligence of the DEPARTMENT, or its employees or agents.

L. ACTS BEYOND THE LANDOWNER'S CONTROL

Nothing contained in this Easement shall be construed to entitle the DEPARTMENT or BPA to bring any action against the LANDOWNER for any injury to or change in the PROPERTY resulting from causes beyond the LANDOWNER's control, including, without limitation, fire, flood, storm, and natural earth movement, or from any prudent action to abate or mitigate significant injury to the PROPERTY resulting from such causes.

M. SUBSEQUENT TRANSFERS

The LANDOWNER agrees to incorporate the terms of this Deed in any Easement or other legal instrument by which she/he divests herself/himself of any interest in all or a portion of the PROPERTY, including, without limitation, a lease hold interest. The LANDOWNER further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of the LANDOWNER to

purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by agreement of the LANDOWNER, the DEPARTMENT, and BPA or by judicial proceedings in a court of competent jurisdiction.

If the E.S. PROPERTY covered by this Easement is taken, in whole or in part, by exercise of the power of eminent domain, the DEPARTMENT shall be entitled to compensation in accordance with applicable law.

O. SUBORDINATION

Not applicable.

P. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the LANDOWNER and the DEPARTMENT are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws and provided that no amendment shall permit diversion of water from the Salmon River unless BPA has approved such amendment in writing.

Q. RECORDATION

The DEPARTMENT will record this instrument, or an abstract of it, in a timely fashion in the official records of Lemhi County, Idaho, and may re-record it any time as may be required to preserve its rights in this Easement.

R. GENERAL PROVISIONS

1. Controlling Law. The interpretation and performance of this Easement will be governed by the laws of the State of Idaho.

2. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

3. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of LANDOWNER title in any respect.

4. Joint Obligation. The obligation imposed by this Easement upon the LANDOWNER are joint and several.

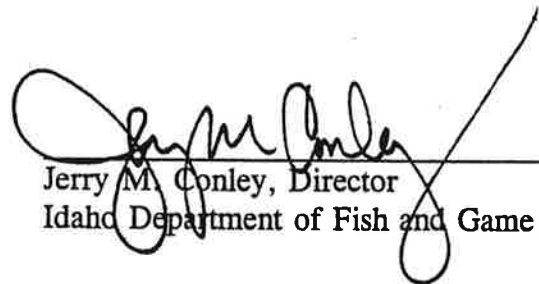
5. Successors. The terms "LANDOWNER" and "DEPARTMENT" include, respectively, Landowner, Landowner's, heirs, personal representatives, successors, and assigns, and the Department, its successors, and assigns.

6. Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions or their application shall not be affected.

7. Taxes. Taxes are the responsibility of the LANDOWNER.

TO HAVE AND TO HOLD unto the DEPARTMENT, its successors, and assigns forever.

IN WITNESS WHEREOF, the LANDOWNER and the DEPARTMENT have set their hands on the day and year first above written.


Jerry M. Conley, Director
Idaho Department of Fish and Game

STATE OF IDAHO

County of Lemhi)
) ss.
)

On this 5th day of August, 1996, before me, a Notary Public for the State of Idaho, personally appeared Jerry Conley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Ellen Wenger
Notary Public for the State of Idaho
Residing at Salmon
My Commission Expires 4/21/99

Bobby G. Jenkins
Bobby G. Jenkins
Landowner

STATE OF IDAHO

County of LEMHI)
) ss.
)

On this 6th day of AUGUST, 1996, before me, a Notary Public for the State of Idaho, personally appeared BOBBY G. JENKINS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Laurie M. Santee
Notary Public for the State of Idaho
Residing at SALMON, ID
My Commission Expires 6-19-2001

JENKINS.EAS

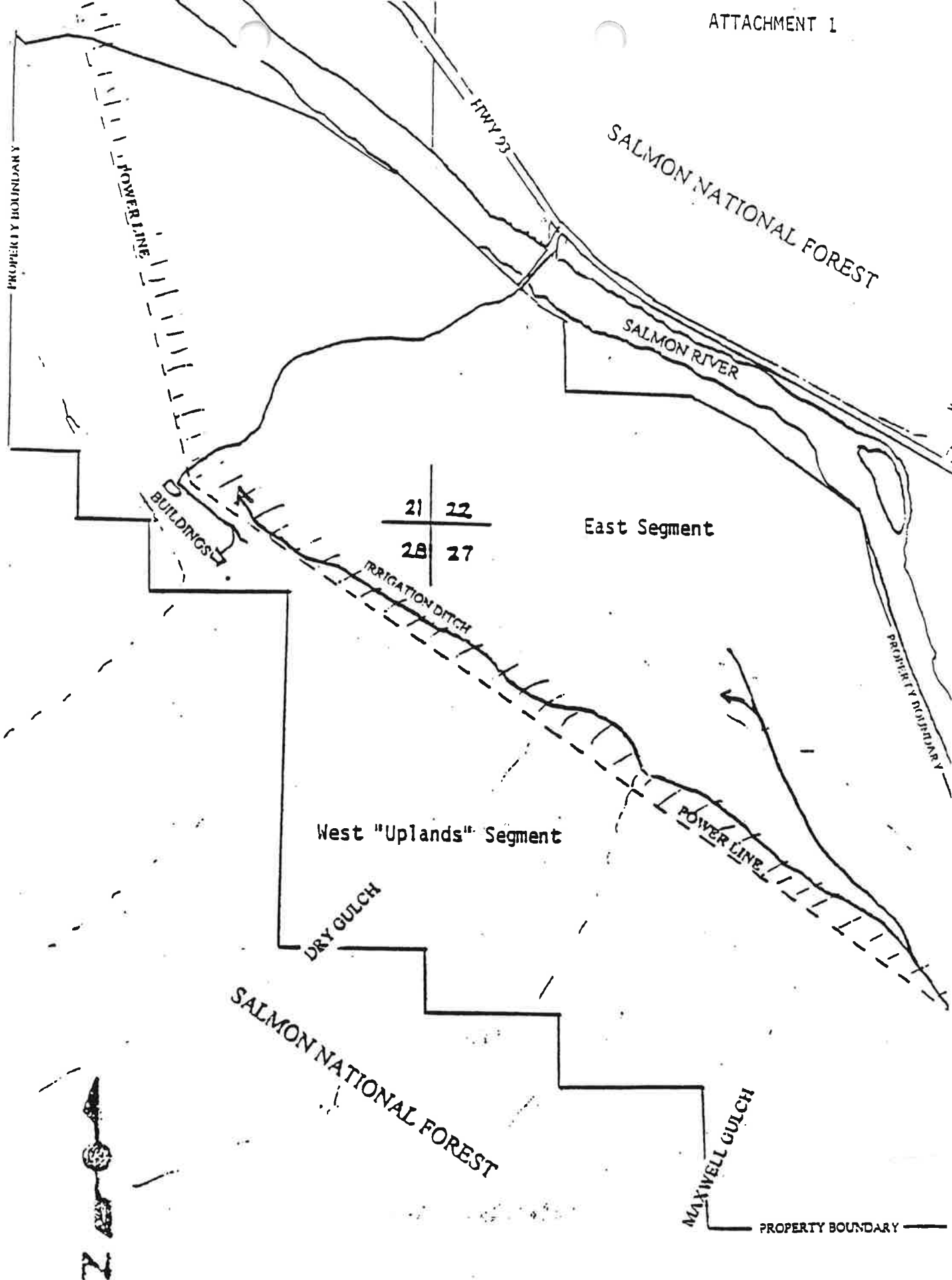


EXHIBIT A

H.E. SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, BEARS NORTH 3' WEST 10 CHAINS DISTANT; THENCE S. 89 DEGREES 56' W., 10.015 CHAINS TO CORNER NO. 2; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 3; THENCE S. 89 DEGREES 56' W., 10.01 CHAINS TO CORNER NO. 4; THENCE N. 3' WEST 5 CHAINS TO CORNER NO. 5; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 6; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 7; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 8; THENCE NORTH 3' WEST 30.4 CHAINS TO CORNER NO. 9; THENCE S. 52 DEGREES 30' E., 1.24 CHAINS, N. 84 DEGREES 30' E., 4 CHAINS, THENCE S. 74 DEGREES E. 2 CHAINS, S. 75 DEGREES 30' E., 3 CHAINS, S. 70 DEGREES E., 14 CHAINS, S. 56 DEGREES E., 5 CHAINS, S. 54 DEGREES 30' E., 2 CHAINS, S. 46 DEGREES 30' E., 1.8 CHAINS, S. 47 DEGREES 30' E., 11 CHAINS, S. 59 DEGREES 45' E., 2.2 CHAINS TO CORNER NO. 10; THENCE SOUTH 3' EAST 5.19 CHAINS TO CORNER NO. 11; THENCE S. 89 DEGREES 51' E., 5 CHAINS TO CORNER NO. 12; THENCE SOUTH 3' EAST 25 CHAINS TO CORNER NO. 13; THENCE N. 89 DEGREES 51' W., 15 CHAINS TO CORNER NO. 14; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING.

BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

ALSO, H.E. SURVEY NO. 63, EMBRACING A PORTION OF SECTIONS 22 AND 27, IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

230747

BEGINNING AT CORNER NO. 1, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 27 BEARS S. 3' E., 5 CHAINS DISTANT; THENCE N. 3' W., 20 CHAINS TO CORNER NO. 2; THENCE S. 89 DEGREES 41' E., 15 CHAINS TO CORNER NO. 3; THENCE N. 3' WEST 25 CHAINS TO CORNER NO. 4; THENCE S. 89 DEGREES 51' E., 4.52 CHAINS TO CORNER NO. 5; THENCE MEANDERING THE WEST BANK OF SALMON RIVER S. 61 DEGREES 30' E., .59 OF A CHAIN, S. 63 DEGREES E. 5.2 CHAINS, S. 44 DEGREES E., 4 CHAINS S. 58 DEGREES 30' E., 5 CHAINS, S. 18 DEGREES E., 2 CHAINS, S. 8 DEGREES E., 3.4 CHAINS, S. 20 DEGREES E., 15 CHAINS, S. 20 DEGREES 15' E., 8.2 CHAINS, S. 12 DEGREES 45' E., 5.8 CHAINS, S. 03 DEGREES 30' E., 7.1 CHAINS S. 11 DEGREES E., 2.15 CHAINS TO CORNER NO. 6; THENCE N. 89 DEGREES 52' W., 2.77 CHAINS TO CORNER NO. 7; THENCE S. 3' E., 10 CHAINS TO CORNER NO. 8; THENCE N. 89 DEGREES 53' W. 20.04 CHAINS TO CORNER NO. 9; THENCE NORTH 3' W., 10 CHAINS TO CORNER NO. 10; THENCE N. 89 DEGREES 52' W., 10.02 CHAINS TO CORNER NO. 11; THENCE N. 3' W., 5 CHAINS TO CORNER NO. 12; THENCE N. 89 DEGREES 52' W, 10.02 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING...

ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

SCANNED

OCT 08 2001

EASTERN REGION

SEPTEMBER 17, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

STATE OF IDAHO
DEPT OF FISH & GAME
600 S WALNUT
BOISE ID 83707

RE: CHANGE IN OWNERSHIP FOR A75-04063

Dear Claimant:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

MICROFILMED
NOV 18 1996

EXHIBIT A

H.E. SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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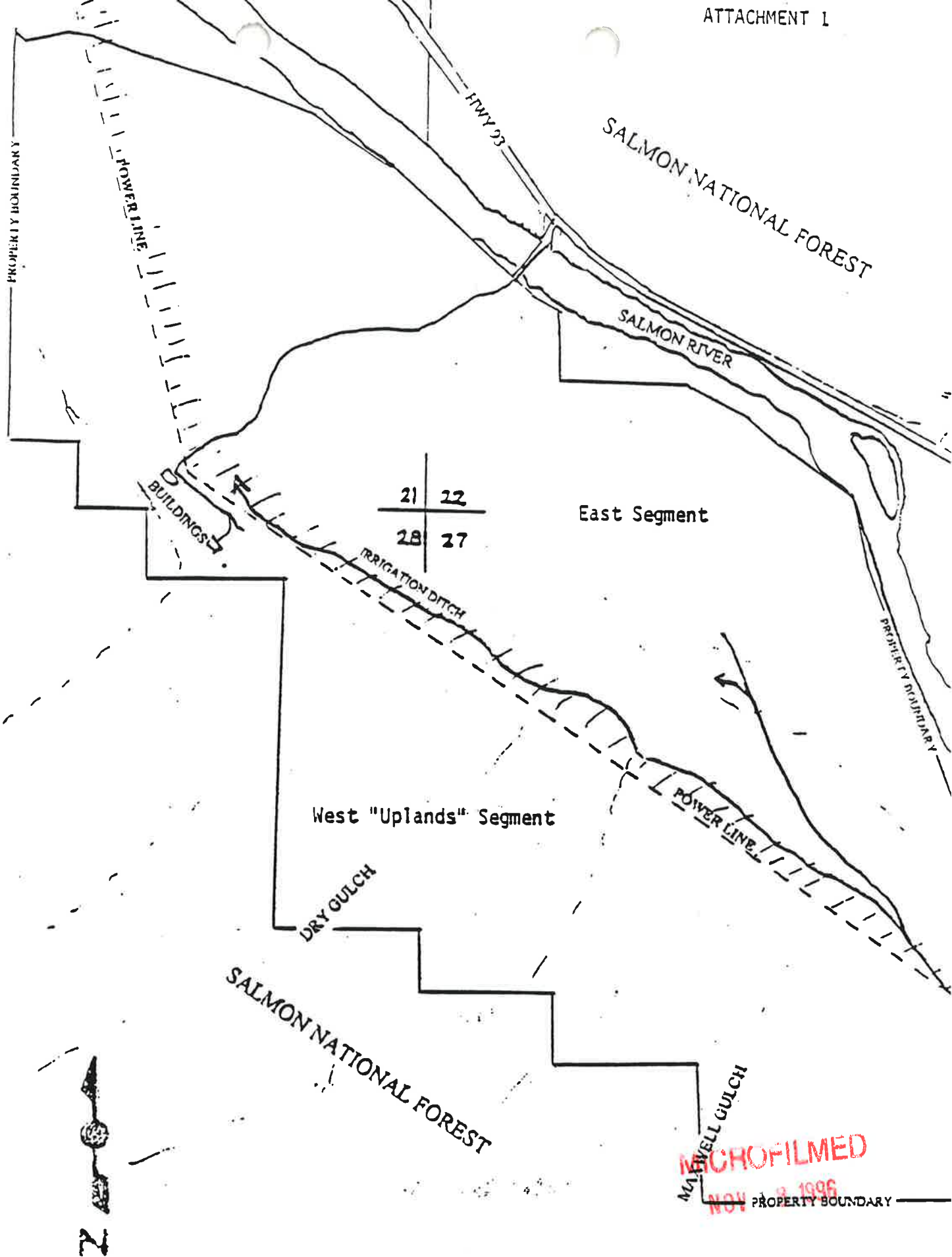
BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

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ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.



230747

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 31st day of JULY, 199 6, by **BOBBY G. JENKINS**, whose address is P.O. Box G, North Fork, Idaho, 83466, (hereinafter **LANDOWNER**), to the **STATE OF IDAHO, DEPARTMENT OF FISH AND GAME**, whose address is 600 South Walnut, Boise, Idaho 83707 (hereinafter **DEPARTMENT**).

I. RECITALS

A. The State of Idaho and the Idaho Fish and Game Commission has recognized that certain lands and waters are worthy of perpetual conservation and have directed the DEPARTMENT to acquire such areas by voluntary, cooperative means and to create a conservation easement pursuant to Title 36, Chapter 1 and Title 55, Chapter 21, Idaho Code.

B. The LANDOWNER is the owner of certain real property in Lemhi County, Idaho, more particularly described on Exhibit "A" which is incorporated by this reference as part of this Deed of Conservation Easement (subsequently referred to as "the PROPERTY").

The PROPERTY, for the purposes of this easement, is divided by the electric powerline running from the northwest corner to the southeast corner of the property into the "west uplands segment" (W.S.) and the "east segment" (E.S.) as shown in Attachment 1. Attachment 1 is incorporated by this reference as part of the Deed of Conservation Easement.

1. The PROPERTY supports significant communities of native plants and habitat for wildlife valuable to the people of Idaho and has water rights originating in the Salmon River

State of Idaho) SS No. _____
County of Lemhi)
This instrument was filed for record at the request
of Alliance Title
at 9:45 o'clock A.m. 8-7 1996
and duly filmed and indexed in the records of Lemhi
County

1

JENKINS.EAS

Alberta Wiederrick
Ex-Officio Recorder
By Lynn J. Mott Deputy
Fee 54⁰⁰
Return to _____
NOV 18 1996

which are important to anadromous fish. Through exercise of these rights, water may currently be diverted onto the Property through equipment or structures without fish screens.

2. Private ownership of the PROPERTY is desirable to minimize long term public management costs.

C. The LANDOWNER, as owners in fee of the PROPERTY, own the affirmative rights to sell or transfer the Salmon River water rights and, to identify, to preserve and protect in perpetuity, the fish and wildlife values, the natural elements, and processes of the PROPERTY.

D. The LANDOWNER desires and intends to transfer those rights specified in Section II of this Easement to the DEPARTMENT in exchange for \$237,400.

E. The Bonneville Power Administration (BPA), an agency of the United States of America, Department of Energy, has funded the DEPARTMENT'S purchase of this Conservation Easement. For this reason, the parties intend to create in BPA a third-party right of enforcement, as defined in Section 55-2101, Idaho Code.

F. BPA's purpose in funding this easement is to eliminate all present and future diversions of water from the Salmon River for use on the Property. The parties to this agreement intend to create in BPA a right to enforce any and all terms of this agreement that prohibit diversion of water from the Salmon River. The parties do not intend to create in BPA a right to enter the Property or to enforce any restriction on use of the Property except those restrictions that prohibit diversion of water from the Salmon River.

II. AGREEMENTS

In consideration of \$237,400 and the recitals, mutual covenants and terms contained herein and pursuant to the laws of the State of Idaho and in particular to Section 55-2101 et seq.,

Idaho Code, LANDOWNER hereby voluntarily grants and conveys to the DEPARTMENT a Conservation Easement in perpetuity consisting of the following rights and restrictions over and across the PROPERTY.

A. PURPOSE

1. It is the purpose of this Conservation Easement to protect anadromous fish resources by eliminating diversion of Salmon River water for use on the Property, through transferring to the Department the Salmon River water rights appurtenant to the PROPERTY (No.A75-04063) and prohibiting any future diversion of Salmon River water for the benefit of the Property. It is the further purpose of this Conservation Easement to preserve, protect and enhance in perpetuity the plant communities and fish and wildlife habitat of the E.S. PROPERTY by prohibiting development of homesites and conducting mutually agreed upon habitat improvement projects.

2. Under the terms of this Easement, future irrigation of the E.S. PROPERTY is restricted to existing water rights Nos. A75-10029 and A75-10033, or to newly developed ground water sources. Water from the Salmon River shall not be diverted by any means for any use on the PROPERTY.

3. Pursuant to the terms of Section 55-2101, Idaho Code, the E.S. PROPERTY, preserved by this Easement as natural land, may not be converted or directed to any uses other than those provided for by this Easement.

4. Under the terms of the Easement, the only restrictions on the W.S. PROPERTY are related to a limit to the number of developed homesites and indemnification of the Department from wildlife depredations.

B. DEPARTMENT'S RIGHTS

The rights conveyed by this Easement are:

1. All rights and interest in Water Right Claim No. A75-04063.
2. The right to identify, preserve, protect, and enhance the fish and wildlife habitat, including the riparian and wetland vegetation communities and ecological features along the Salmon River flood plain on the E.S. PROPERTY and to develop mutually agreed-upon habitat enhancement projects.
3. The right to enter the E.S. PROPERTY to enforce the rights granted to it by this Easement and to observe, study, and make scientific observations of its fish and wildlife habitat, in a manner that will not unreasonably interfere with the use of the PROPERTY by the LANDOWNER.
4. The right to enjoin any activity on, or use of, the PROPERTY which is inconsistent with this Easement.
5. The existing bridge crossing the Salmon River and accessing the property, remains under the control and ownership of the landowner. The Department will not be responsible for repair, maintenance, or replacement of the bridge, PROVIDED the Department limits the weight of vehicles and/or equipment crossing the bridge to 8,800 GVW or less.

C. LANDOWNER'S RIGHTS

The LANDOWNER reserves to himself, successors and assigns all rights accruing from her/his ownership of the PROPERTY, including the right to engage in or permit others to engage in all uses of the PROPERTY that are not expressly prohibited or restricted by this Easement and are not inconsistent with the purpose of this Easement. Without limiting the

generality of the previous statement and subject to the Restrictions on Landowner's Use and Practices of this Easement (Paragraph D), the following rights are expressly reserved:

1. The right to irrigate existing pastures using water right Nos. A75-10029 and A75-10033 or newly developed ground water sources.

2. The right to subdivide the part of the PROPERTY known as the "West Uplands" and shown in Attachment 1, into no more than ten (10) new, individual, family home sites excluding Mr. Jenkins' existing residence. It is understood that should sub-development occur the homeowners will be responsible for protecting their property from wildlife damage at their own expense.

3. The right to restrict public access on the PROPERTY.

4. The right to institute and carry on any agricultural or ranching activity which will not result in a degradation of any of the fish and wildlife habitat on the E.S. PROPERTY in such a manner as to have a demonstrated effect upon soil and vegetation as indicated in transect monitoring or upon the riparian systems and their processes.

5. The right to develop and maintain those water resources on the PROPERTY necessary for the grazing, agricultural, wildlife, and domestic purposes that are allowed by this Easement.

6. The right to build, maintain, and repair fences and other existing non-residential improvements on the E.S. PROPERTY.

7. The right to construct and maintain an access road on the E.S. PROPERTY, from the existing road on the north, to the south boundary of the E.S. PROPERTY. The location of the road will be mutually agreed upon by the DEPARTMENT and the LANDOWNER.

D. RESTRICTIONS ON LANDOWNER'S RIGHTS

Any activity on or use of the E.S. PROPERTY that is inconsistent with the purpose of this Easement is prohibited or restricted. This would include at least the following activities:

1. Agricultural activities that are inconsistent with the maintenance and enhancement of the soil composition, structure, and productivity.

2. Residential development of any kind.

3. Activities that result in pollution or degradation of any surface waters in such a manner so as to have a detrimental effect upon fish, wildlife, or their natural habitat.

4. Exploration or extraction of minerals, coal, bentonite, hydrocarbons, soils, or other materials on or below the surface of the E.S. PROPERTY unless carried out in a manner that minimizes the impact on the E.S. PROPERTY and with prior approval of the DEPARTMENT.

5. The legal or *de facto* subdivision of the PROPERTY for any purpose EXCEPT that portion of the PROPERTY known as the "West Uplands" and shown on Attachment 1 may be subdivided into no more than ten (10) new individual building lots. The sale, exchange, devise, or gift of a unit of E.S. PROPERTY solely for agricultural purposes, but not for residential or any purpose related to residential use, shall not be considered a subdivision or *de facto* subdivision, provided that such transfer is effected with an express provision reflecting that the E.S. PROPERTY is subject to the terms and conditions of this Easement, without

modification or expansion of the terms of this Easement. The DEPARTMENT shall be furnished with a copy of any document or conveyance used to effect such a transfer at least thirty (30) days prior to its execution.

6. Diversion of water from the Salmon River by any means for any purpose.

7. Any commercial or industrial use of or activity on the E.S. PROPERTY other than those relating to agriculture or recreation as specifically allowed in this Easement.

8. Dumping or other disposal of wastes and debris on the E.S. PROPERTY is prohibited.

9. LANDOWNER and his heirs or assigns agrees to not file any Depredation Complaints with the DEPARTMENT for damages caused by wildlife on the PROPERTY during the term of this Easement.

E. BPA'S RIGHT OF ENFORCEMENT

The LANDOWNER and the DEPARTMENT agree that BPA and its successors and assigns shall have the right, but not the obligation, to enforce any and all terms of this Deed of Conservation Easement that prohibit diversion of water from the Salmon River.

F. NOTICE TO THE DEPARTMENT

The purpose of requiring the LANDOWNER to notify the DEPARTMENT prior to undertaking certain permitted activities is to afford the DEPARTMENT an opportunity to ensure that activities are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, the LANDOWNER shall notify the DEPARTMENT in writing not less than thirty (30) days prior to the date the LANDOWNER intends to undertake the activity in question. The notice, which must be sent by registered or certified mail, return

receipt requested, shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the DEPARTMENT to make an informed judgement as to its consistency with the purpose of this Easement. The DEPARTMENT has forty-five (45) days from receipt of the notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify the LANDOWNER of its objections to the proposed activity. Objections shall be based upon the DEPARTMENT's opinion that the proposed activity is inconsistent with this Easement. If, in the opinion of the DEPARTMENT, it is possible that the proposed activity can be modified to be consistent with this Easement, the DEPARTMENT shall inform the LANDOWNER of the manner in which the proposed activity may thereafter be conducted in a manner that is mutually acceptable to the LANDOWNER and the DEPARTMENT. The DEPARTMENT's response to the LANDOWNER's notice shall be sent by registered or certified mail, return receipt requested.

Should the DEPARTMENT fail to post its response to the LANDOWNER's notice within forty-five (45) days of receipt of the notice, the proposed activity shall be deemed to be consistent with the terms of this Easement. The DEPARTMENT has no further right to object to the activity identified by such notice. The LANDOWNER shall be under no liability or obligation for any failure to give prior notice for any activity undertaken by the LANDOWNER necessitated by virtue of fire, flood, act of God, or other element, or any other emergency; however, after such an event, if there is damage to the conservation values protected by this Easement, the LANDOWNER shall notify the DEPARTMENT of the damage as soon as practicable.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by registered or certified mail, return receipt requested, addressed as follows:

To Landowner: Bobby G. Jenkins
P.O. Box G
North Fork, Idaho 83466

To Department: Chief, Bureau of Wildlife
Idaho Department of Fish and Game
600 S. Walnut
Boise, Idaho 83707

or to such other address as either party from time to time shall designate by written notice to the other.

G. DEPARTMENT APPROVAL

Where the DEPARTMENT's approval is required, the DEPARTMENT shall grant or withhold its approval in writing within forty-five (45) days of receipt of the LANDOWNER's written request for approval. The DEPARTMENT's approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the purpose of this Easement.

H. REMEDIES FOR UNAUTHORIZED USES AND PRACTICES

If the DEPARTMENT determines that the LANDOWNER is in violation of the terms of this Easement or that a violation is threatened, or if the LANDOWNER undertakes any activity requiring approval of the DEPARTMENT without first securing such approval, the DEPARTMENT shall give written notice to the LANDOWNER of the violation and demand corrective action sufficient to cure the violation and, where the violation involved injury to the

E.S. PROPERTY resulting from any use or activity inconsistent with the purpose of this Easement, to restore that portion of the E.S. PROPERTY so damaged. If the LANDOWNER fails to cure the violation within thirty (30) days after receipt of notice from the DEPARTMENT, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the DEPARTMENT may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by the terms of this Easement or damage to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the E.S. PROPERTY to the condition that existed prior to the injury.

Without limiting the LANDOWNER's liability, the DEPARTMENT, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the E.S. PROPERTY. If the DEPARTMENT, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the E.S. PROPERTY, the DEPARTMENT may pursue its remedies under this paragraph without prior notice to the LANDOWNER or without waiting for the period provided for cure to expire.

The DEPARTMENT's rights under this provision apply equally in the event of either actual or threatened violation of the terms of this Easement, and the LANDOWNER agrees that

if the DEPARTMENT's remedies at law for any violation of the terms of this Easement are inadequate, that the DEPARTMENT shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the DEPARTMENT may be entitled, including specific performance of the terms of this Easement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The DEPARTMENT'S rights under this Easement shall not prevent the LANDOWNER from defending himself in court, or from opposing any claim for damages. Any award of damages shall be determined by the appropriate court of law, or by negotiation between parties.

The DEPARTMENT's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or in the future existing at law or in equity.

I. DEPARTMENT'S DISCRETION

Enforcement of the terms of this Easement is at the discretion of the DEPARTMENT and BPA, and any forbearance by the DEPARTMENT or BPA to exercise its rights under this Easement in the event of any breach of any term of this Easement by the LANDOWNER shall not be deemed or construed to be a waiver by the DEPARTMENT or BPA of that term or of any subsequent breach of the same or any other term of this Easement. No delay or omission by the DEPARTMENT or BPA in the exercise of any right or remedy upon any breach by the LANDOWNER shall impair the right or remedy or be construed as a waiver.

J. WAIVER OF CERTAIN DEFENSES

The LANDOWNER hereby waives any defense of laches, estoppel, or prescription.

K. HOLD HARMLESS CLAUSE

The LANDOWNER shall hold harmless, indemnify, and defend the DEPARTMENT and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the E.S. PROPERTY, regardless of cause, unless due to the negligence of the DEPARTMENT, or its employees or agents.

L. ACTS BEYOND THE LANDOWNER'S CONTROL

Nothing contained in this Easement shall be construed to entitle the DEPARTMENT or BPA to bring any action against the LANDOWNER for any injury to or change in the PROPERTY resulting from causes beyond the LANDOWNER's control, including, without limitation, fire, flood, storm, and natural earth movement, or from any prudent action to abate or mitigate significant injury to the PROPERTY resulting from such causes.

M. SUBSEQUENT TRANSFERS

The LANDOWNER agrees to incorporate the terms of this Deed in any Easement or other legal instrument by which she/he divests herself/himself of any interest in all or a portion of the PROPERTY, including, without limitation, a lease hold interest. The LANDOWNER further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of the LANDOWNER to

purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by agreement of the LANDOWNER, the DEPARTMENT, and BPA or by judicial proceedings in a court of competent jurisdiction.

If the E.S. PROPERTY covered by this Easement is taken, in whole or in part, by exercise of the power of eminent domain, the DEPARTMENT shall be entitled to compensation in accordance with applicable law.

O. SUBORDINATION

Not applicable.

P. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the LANDOWNER and the DEPARTMENT are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws and provided that no amendment shall permit diversion of water from the Salmon River unless BPA has approved such amendment in writing.

Q. RECORDATION

The DEPARTMENT will record this instrument, or an abstract of it, in a timely fashion in the official records of Lemhi County, Idaho, and may re-record it any time as may be required to preserve its rights in this Easement.

R. GENERAL PROVISIONS

1. Controlling Law. The interpretation and performance of this Easement will be governed by the laws of the State of Idaho.

2. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

3. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of LANDOWNER title in any respect.

4. Joint Obligation. The obligation imposed by this Easement upon the LANDOWNER are joint and several.

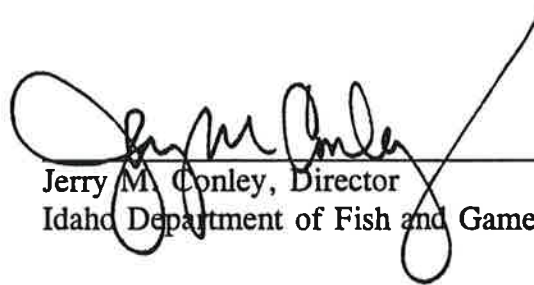
5. Successors. The terms "LANDOWNER" and "DEPARTMENT" include, respectively, Landowner, Landowner's, heirs, personal representatives, successors, and assigns, and the Department, its successors, and assigns.

6. Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions or their application shall not be affected.

7. Taxes. Taxes are the responsibility of the LANDOWNER.

TO HAVE AND TO HOLD unto the DEPARTMENT, its successors, and assigns forever.

IN WITNESS WHEREOF, the LANDOWNER and the DEPARTMENT have set their hands on the day and year first above written.



Jerry M. Conley, Director
Idaho Department of Fish and Game

STATE OF IDAHO)
) ss.
County of Lemhi)

On this 5th day of August, 1996, before me, a Notary Public for the State of Idaho, personally appeared Gerry Conley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Ellen Wenger
Notary Public for the State of Idaho
Residing at Salmon
My Commission Expires 4/21/99

Bobby G. Jenkins
Bobby G. Jenkins
Landowner

STATE OF IDAHO)
) ss.
County of LEMHI)

On this 6th day of AUGUST, 1996, before me, a Notary Public for the State of Idaho, personally appeared BOBBY G. JENKINS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Laurie M. Santee
Notary Public for the State of Idaho
Residing at SALMON, ID
My Commission Expires 6-19-2001

JENKINS.EAS

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NOV 18 1996

SEPTEMBER 11, 1996

BOBBY JENKINS
PO BOX G
NORTH FORK ID 83466

RE: LICENSE 75-02012

Dear Bobby:

Since none of the Snake River Basin Adjudication (SRBA) claims you filed matched License 75-02012, enclosed are some materials you may use should you decide to submit a claim for the license. In addition to a blank claim form and instructions, there is information regarding the license and a copy of an aerial photo picturing the property. If you are not comfortable with completing the claim, Bob Foster, a Senior Water Resource Agent, has an office at VanDreffe Offices, Ste B, in Salmon. His phone number is 756-6644.

There is a fee of \$50 associated with filing a claim, plus \$1.00/acre for irrigated land not included on a previous claim. A map illustrating the land already claimed is also included in the enclosed materials. In addition, there is a \$50 late fee. However, you can request this be waived by completing the Request for Extension of Time and returning it to this office.

Naturally, if you have questions, feel free to contact this office.

Respectfully submitted,

Ernest Carlsen
Adjudication Supervisor

Enclosure

cc: Bob Foster

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NOV 18 1996

1/24/96

COMMUNICATION DOCUMENTATION

10
to process

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Ernest Carlsen *ERC*

DATE: *September 10, 1996 4:47pm*

CUSTOMER: *Bobbie Jenkins*

Subject: *Change of Ownership*
A75-04063

phone call (x) walk-in ()

This office received a request for change of ownership from the Dept of Fish and Game. The request indicated the Dept had arranged for purchase of A75-04063 as part of a conservation easement on land held by Bobbie Jenkins. However the request was accompanied by a map or the agreement, only a meets and bounds description for two HES properties. To get the necessary information for verifying the ownership change I telephoned the Salmon Office for the Department of Fish and Game and spoke to Robin Holmquist. After explaining the situation Robin agree to mail me a copy of the easement agreement and a map illustration the conservation easement. He indicated only A75-04063 was purchased because of the difficulty in maintaining the diversion works. Other irrigation rights from sources other than the Salmon River are still held by Mr. Jenkins. One of these rights, license 75-02012, was not filed on in the SRBA. *HA* has been sent a letter explaining that a notice was not filed on the license.

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 7/31/96

LEGAL DESCRIPTION OF PROPERTY: Township See Attached exhibit A Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A75-04063

☐ Name and Address of Former Owner/Claimant(s)(Seller): BOBBY G. JENKINS

P.O. Box 6
NORTH FORK, IDAHO 83466
IDAHO DEPT. FISH & GAME

☐ New Owner/Claimant (Purchaser):

☐ New Mailing Address: 600 S. WALNUT
BOISE, IDAHO 83707

☐ New Telephone Number: (208) 334 - 2920

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: CONSERVATION EASEMENT

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s): Thomas A. Parker Date 7/29/96

STATE WILDLIFE LAND MANAGER Date _____

☐ Signature of Former Owner/Claimant(s): Bobby G. Jenkins Date 8-6-96

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date:

By:

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

By:

Claim Numbers of Split, if any:

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Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

EXHIBIT A

H.E. SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, BEARS NORTH 3' WEST 10 CHAINS DISTANT; THENCE S. 89 DEGREES 56' W., 10.015 CHAINS TO CORNER NO. 2; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 3; THENCE S. 89 DEGREES 56' W., 10.01 CHAINS TO CORNER NO. 4; THENCE N. 3' WEST 5 CHAINS TO CORNER NO. 5; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 6; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 7; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 8; THENCE NORTH 3' WEST 30.4 CHAINS TO CORNER NO. 9; THENCE S. 52 DEGREES 30' E., 1.24 CHAINS, N. 84 DEGREES 30' E., 4 CHAINS, THENCE S. 74 DEGREES E. 2 CHAINS, S. 75 DEGREES 30' E., 3 CHAINS, S. 70 DEGREES E., 14 CHAINS, S. 56 DEGREES E., 5 CHAINS, S. 54 DEGREES 30' E., 2 CHAINS, S. 46 DEGREES 30' E., 1.8 CHAINS, S. 47 DEGREES 30' E., 11 CHAINS, S. 59 DEGREES 45' E., 2.2 CHAINS TO CORNER NO. 10; THENCE SOUTH 3' EAST 5.19 CHAINS TO CORNER NO. 11; THENCE S. 89 DEGREES 51' E., 5 CHAINS TO CORNER NO. 12; THENCE SOUTH 3' EAST 25 CHAINS TO CORNER NO. 13; THENCE N. 89 DEGREES 51' W., 15 CHAINS TO CORNER NO. 14; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING.

BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

ALSO, H.E. SURVEY NO. 63, EMBRACING A PORTION OF SECTIONS 22 AND 27, IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOV 18 1996

BEGINNING AT CORNER NO. 1, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 27 BEARS S. 3' E., 5 CHAINS DISTANT; THENCE N. 3' W., 20 CHAINS TO CORNER NO. 2; THENCE S. 89 DEGREES 41' E., 15 CHAINS TO CORNER NO. 3; THENCE N. 3' WEST 25 CHAINS TO CORNER NO. 4; THENCE S. 89 DEGREES 51' E., 4.52 CHAINS TO CORNER NO. 5; THENCE MEANDERING THE WEST BANK OF SALMON RIVER S. 61 DEGREES 30' E., .59 OF A CHAIN, S. 63 DEGREES E. 5.2 CHAINS, S. 44 DEGREES E., 4 CHAINS S. 58 DEGREES 30' E., 5 CHAINS, S. 18 DEGREES E., 2 CHAINS, S. 8 DEGREES E., 3.4 CHAINS, S. 20 DEGREES E., 15 CHAINS, S. 20 DEGREES 15' E., 8.2 CHAINS, S. 12 DEGREES 45' E., 5.8 CHAINS, S. 03 DEGREES 30' E., 7.1 CHAINS S. 11 DEGREES E., 2.15 CHAINS TO CORNER NO. 6; THENCE N. 89 DEGREES 52' W., 2.77 CHAINS TO CORNER NO. 7; THENCE S. 3' E., 10 CHAINS TO CORNER NO. 8; THENCE N. 89 DEGREES 53' W. 20.04 CHAINS TO CORNER NO. 9; THENCE NORTH 3' W., 10 CHAINS TO CORNER NO. 10; THENCE N. 89 DEGREES 52' W., 10.02 CHAINS TO CORNER NO. 11; THENCE N. 3' W., 5 CHAINS TO CORNER NO. 12; THENCE N. 89 DEGREES 52' W, 10.02 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING...

ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

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NOV 18 1996

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0044 106 00000148

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
205 COURTHOUSE DRIVE
SALMON, ID 83467
(208) 756-4231

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Polla
President



By:

Thomas J. Adams
Secretary

MICROFILMED
NOV 18 1996

Terril Cotterell
Authorized Signatory
TERRI COTTERELL

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
6-6183-C	13 0044 106 00000148	AUGUST 7, 1996 AT 9:45 A.M.	\$ 237,400.00	\$ 969.00

1. Name of Insured:

STATE OF IDAHO, DEPARTMENT OF FISH AND GAME

2. The estate or interest in the land which is covered by this Policy is:

CONSERVATION EASEMENT AS CREATED BY DEED OF CONSERVATION EASEMENT, RECORDED
AUGUST 7, 1996 AS INSTRUMENT NO. 230747, RECORDS OF LEMHI COUNTY, IDAHO.

3. Title to the estate or interest in the land is vested in:

STATE OF IDAHO, DEPARTMENT OF FISH AND GAME

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

SEE ATTACHED SCHEDULE A PAGE 2

MICROFILMED
NOV 18 1996

SCHEDULE A

Owners Form
Reorder Form No. 3089 (Rev. 1/89)

This Policy valid only if Schedule B is attached.

SCHEDULE B CONTINUED

11. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways.

12. Any adverse claim based on the assertion that some portion of said land is unsurveyed lands of the United States.

13. Any adverse claim based on the assertion that some portion of said land is now, or at any time has been within the boundaries of Salmon River or by reason of the fact or claim that any portion or portions thereof have been rendered un-navigable by artificial means, or has accreted to such portions so created.

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NOV 18 1996

SCHEDULE CONTINUED

HES SURVEY NO. 51, EMBRACING A PORTION OF SECTIONS 21, 22, 27 AND 28 IN TOWNSHIP 24 N., RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, BEARS NORTH 3' WEST 10 CHAINS DISTANT; THENCE S. 89 DEGREES 56' W., 10.015 CHAINS TO CORNER NO. 2; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 3; THENCE S. 89 DEGREES 56' W., 10.01 CHAINS TO CORNER NO. 4; THENCE N. 3' WEST 5 CHAINS TO CORNER NO. 5; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 6; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 7; THENCE S. 89 DEGREES 56' W., 5 CHAINS TO CORNER NO. 8; THENCE NORTH 3' WEST 30.4 CHAINS TO CORNER NO. 9; THENCE S. 52 DEGREES 30' E., 1.24 CHAINS, N. 84 DEGREES 30' E., 4 CHAINS, THENCE S. 74 DEGREES E. 2 CHAINS, S. 75 DEGREES 30' E., 3 CHAINS, S. 70 DEGREES E., 14 CHAINS, S. 56 DEGREES E., 5 CHAINS, S. 54 DEGREES 30' E., 2 CHAINS, S. 46 DEGREES 30' E., 1.8 CHAINS, S. 47 DEGREES 30' E., 11 CHAINS, S. 59 DEGREES 45' E., 2.2 CHAINS TO CORNER NO. 10; THENCE SOUTH 3' EAST 5.19 CHAINS TO CORNER NO. 11; THENCE S. 89 DEGREES 51' E., 5 CHAINS TO CORNER NO. 12; THENCE SOUTH 3' EAST 25 CHAINS TO CORNER NO. 13; THENCE N. 89 DEGREES 51' W., 15 CHAINS TO CORNER NO. 14; THENCE NORTH 3' WEST 5 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING.

BEING ALL OF THE NE1/4SE1/4 OF SECTION 21 AND A PART OF THE NW1/4SE1/4, SE1/4SE1/4 AND SW1/4SE1/4 OF SECTION 21, A PART OF THE SW1/4SW1/4 OF SECTION 22, A PART OF THE NW1/4NW1/4 OF SECTION 27; AND A PART OF THE NE1/4NE1/4 OF SECTION 28; ALL IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

ALSO, H.E. SURVEY NO. 63, EMBRACING A PORTION OF SECTIONS 22 AND 27, IN TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SCHEDULE CONTINUED

BEGINNING AT CORNER NO. 1, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 27 BEARS S. 3' E., 5 CHAINS DISTANT; THENCE N. 3' W., 20 CHAINS TO CORNER NO. 2; THENCE S. 89 DEGREES 41' E., 15 CHAINS TO CORNER NO. 3; THENCE N. 3' WEST 25 CHAINS TO CORNER NO. 4; THENCE S. 89 DEGREES 51' E., 4.52 CHAINS TO CORNER NO. 5; THENCE MEANDERING THE WEST BANK OF SALMON RIVER S. 61 DEGREES 30' E., .59 OF A CHAIN, S. 63 DEGREES E. 5.2 CHAINS, S. 44 DEGREES E., 4 CHAINS S. 58 DEGREES 30' E., 5 CHAINS, S. 18 DEGREES E., 2 CHAINS, S. 8 DEGREES E., 3.4 CHAINS, S. 20 DEGREES E., 15 CHAINS, S. 20 DEGREES 15' E., 8.2 CHAINS, S. 12 DEGREES 45' E., 5.8 CHAINS, S. 03 DEGREES 30' E., 7.1 CHAINS S. 11 DEGREES E., 2.15 CHAINS TO CORNER NO. 6; THENCE N. 89 DEGREES 52' W., 2.77 CHAINS TO CORNER NO. 7; THENCE S. 3' E., 10 CHAINS TO CORNER NO. 8; THENCE N. 89 DEGREES 53' W. 20.04 CHAINS TO CORNER NO. 9; THENCE NORTH 3' W., 10 CHAINS TO CORNER NO. 10; THENCE N. 89 DEGREES 52' W., 10.02 CHAINS TO CORNER NO. 11; THENCE N. 3' W., 5 CHAINS TO CORNER NO. 12; THENCE N. 89 DEGREES 52' W, 10.02 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING...

ALSO: SE1/4NE1/4NE1/4, NE1/4SE1/4NE1/4, SECTION 28, TOWNSHIP 24 N., RANGE 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

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NOV 18 1996

ALLIANCE

TITLE & ESCROW CORP.

TRANSMITTAL LETTER

August 14, 1996

IDAHO DEPT. OF FISH & GAME
600 S. Walnut
Boise, ID 83707

ORDER No. 6-6183-C
LOAN No.
REFERENCE JENKINS

In connection with the above transactions, we enclose:

- Standard ☒ 13 0044 106 00000148
☒ Policy of Title Insurance ALTA ☐
☐ Escrow closing statement
☐ Our check # in the amount of \$
☐ Deed from
☐ Deed of Trust executed by
☐ Original Note for \$ made by
in favor of
☐ Copy of recorded documents which you requested
☐ Receipted tax bill
☐ Commitment for Title Insurance
☐ Deed of Reconveyance for Deed of Trust No.
☒ Statement No. 1391 Paid in full
☒ Original recorded Deed
☒ Change of Water Rights
☒ Closing copies
☐
☐

Any recorded document to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

By

TMSch

Tina M. Schock



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NOV 18 1996

ALLIANCE

TITLE & ESCROW CORP.

INVOICE # 1390-1391

DATE: Aug. 8, 1996

ORDER # 6-6183-C

BILL TO

IDAHO DEPT. OF FISH & GAME
600 S. Walnut
Boise, ID 83707

REMIT TO:

205 Courthouse Drive
P.O. Box 1169
Salmon, ID 83467

RE: FISH & GAME/JENKINS

Closing fee	\$ 350.00
Owner policy	969.00
Express mail	22.00
Recording	54.00
TOTAL PAID	<u>\$1,395.00</u>

PAID BY ALLIANCE TITLE ESCROW
CHECK No. 5077 DATED 8/7/96
FOR \$1,395.00

TOTAL DUE _____

INVOICE IS DUE UPON RECEIPT

After 30 days, invoice is subject to 1.5% service charge each month.



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NOV 18 1996

PRO-RATION DATE: July, 1996CLOSING DATE: July 31, 1996

The "Closing Agent" is instructed to pro-rate all items to be pro-rated as of the above date with the seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

NOTE: TAXES WILL REMAIN THE RESPONSIBILITY OF THE LANDOWNER & WILL NOT BE PRO-RATED

The property taxes for 1996 shall be pro-rated on the basis of the 1995 tax assessed. If the amount assessed is not known, taxes shall be pro-rated on the estimate of \$ 0.00. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 8302203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes and agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so.

THE FOLLOWING ITEMS SHALL BE PAID BY BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D) OR PAID OUTSIDE CLOSING (POC)

	Attorney's Fees	
<u>D</u>	Closing Fee	
<u>S</u>	Title Insurance, Own Policy	
	Title Insurance, Loan Policy	
	Assumption Fee	
<u>N/A</u>	Escrow Set-up	
	Survey	
<u>N/A</u>	Real Estate Commission of <u>N/A</u> to <u>N/A</u>	
	Real Estate Commission of _____ to _____	

TITLE INSURANCE: Insurer SECURITY UNION TITLE

<u>S</u>	(X)std () ext. coverage owners policy	AMT. \$	No. 6-6183-C <u>237,400.00</u>
	()std (X) ext. coverage loan policy	AMT. \$	<u>N/A</u>

HAZARD INSURANCE:

() Assume Existing, (X) Obtain New, From _____ Paid _____

When closing agent has received all properly executed documents and all funds necessary for completion of the transaction and the Title Insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No. 1-10 & 12-16 as set out in their commitment or preliminary report dated JULY 25, 1996, and their usual printed exceptions, the closing agent is hereby authorized to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due or delay in disbursing beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto. EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

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NOV 18 1996

The closing agent shall have no responsibility for compliance with any truth-in-lending, usuary or consumer protection laws of the United States or the State of Idaho.

The closing agent is directed to comply with the Instructions contained herein and the parties hereto agree to indemnify and hold harmless the closing agent from any all actions or losses related hereto other than failure to comply herewith including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

Escrow Holder is to assume no responsibility or liability for the calculation, deduction, or any other act such as the withholding of funds and/or for the payment of taxes in compliance with the Foreign Investment in Real Property Tax Act as amended in 1984 (IRC 1445 et seq.) or any other Internal Revenue statute or regulation. The determination of whether such tax is due and its payment or withholding, if due, shall be handled by the parties outside of escrow. Escrow Holder has advised the parties to contact their attorney or tax advisor regarding the applicability of section 1445 to this transaction. Escrow Holder reserves the right to take any action it believes the law requires it to take, whether included within these instructions or not.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING;

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice--advice as to the content of the documents, nor the advice as to the merits of the transaction has been offered by the closing agent, and
- 5) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

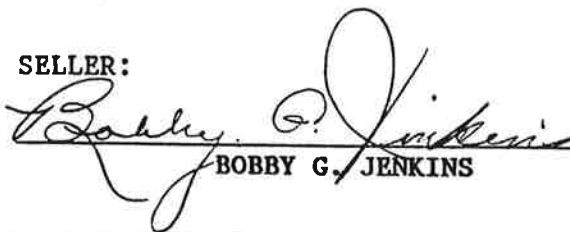
ADDITIONAL INSTRUCTIONS:

BUYER:



STATE OF IDAHO, DEPT. OF FISH & GAME

SELLER:



BOBBY G. JENKINS

AMERICAN LAND TITLE COMPANY, INC.

BY:



BRENDA WILLIAMS

MICROFILMED

NOV 18 1996

Property Address: HES 51 & 63 (LEM. COUNTY) NORTH FORK, ID 83466
 Seller: BOBBY G. JENKINS
 Purchaser: STATE OF IDAHO, DEPT. OF FISH & GAME
 Settlement Date: 07/31/96
 Date of Proration: 07/31/96

Legal Description:

LEGAL DESCRIPTION AS PER COMMITMENT FOR TITLE INSURANCE

File No: 6-6183-C

Description	Debit	Credit
Abstract Sales Price		
Settlement Fee to AMERICAN LAND TITLE CO., INC.	237,400.00	
RESS MAIL	175.00	
ording Fees	11.00	
	27.00	
-Totals		
ance due from Buyer	237,613.00	
ALS		237,613.00
	237,613.00	237,613.00

1995 taxes are pro-rated on the 1995 tax amount. The signatories herein, hereby acknowledge that there may be a difference between the amount of taxes pro-rated and the actual amount of taxes. It is further acknowledged that under the Idaho Code sections 63-203, "Taxpayers Property Declaration", (personal property); 63-403, "New and Additional Assessments"; 3905, "Reporting", (newly constructed improvements), additional taxes may be levied. We further agree to hold American Land Title Company harmless for any such pro-ration differences. We further agree to hold American Land Title Company harmless for any additional taxes which may be levied. Taxes will be re-adjusted between the buyer and seller when actual statements become available and same is hereby agreed to by the signatories hereon.
 HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE STATEMENT.

APPROVED and ACCEPTED


 STATE OF IDAHO, DEPT. OF FISH & GAME

AMERICAN LAND TITLE CO., INC.

MICROFILMED

NOV 18 1996

OCT 08 2001

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: **A75-04063**
Date Received: 1/22/1990
Receipt No: C014141
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: STATE OF IDAHO
Address: DEPT FISH & GAME
600 S WALNUT
BOISE ID

208-334-2920

83707

2. Date of Priority: JUN 1, 1914

3. Source: SALMON RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
24N	21E	27	NW	NW	SE		LEMHI
		34	NW	NW	NE		LEMHI

5. Description of diverting works:
HEADGATES AND DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.000		

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

A.F.A.

8. Total consumptive use is 332.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
24N	21E	21	NE	SE		IRR	4.0
			NW	SE		IRR	10.0

MICROFILMED

A75-04063

Page 1

Date: 09/17/96 NOV 18 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	21E	21	SW	SE		IRR	13.0
			SE	SE		IRR	35.0
					Section Acres		62.0
		22	SW	SW		IRR	15.0
					Section Acres		15.0
		27	NE	NW		IRR	4.0
			NW	NW		IRR	25.0
			SE	NW		IRR	12.0
					Section Acres		41.0
		28	NE	NE		IRR	15.0
					Section Acres		15.0
					Total Acres		133.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
CHANGED OWNERSHIP 9/17/96/EC/JT

15. Basis of Claim: STATUTORY CLAIM

183 X

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: A75-04063
Date Received: 1/22/1990
Receipt No: CO14141
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BOBBY GENE JENKINS 208-865-2442
Address: P.O. BOX 1137
NORTH FORK, ID 83466

2. Date of Priority: JUN 01, 1914

3. Source: SALMON RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4	of	1/4	of	1/4	Lot	County
24N	21E	27	NW		NW		SE		LEMHI
		34	NW		NW		NE		LEMHI

5. Description of diverting works:
HEADGATES AND DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.000		

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

8. Total consumptive use is 332.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
24N	21E	21	NE		SE		IRR	4.0
			NW		SE		IRR	10.0

A7504063

MICROFILMED
DEC 14 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	21E	21	SW	SE		IRR	13.0
			SE	SE		IRR	35.0
					Section Acres		62.0
		22	SW	SW		IRR	15.0
					Section Acres		15.0
		27	NE	NW		IRR	4.0
			NW	NW		IRR	25.0
			SE	NW		IRR	12.0
					Section Acres		41.0
		28	NE	NE		IRR	15.0
					Section Acres		15.0
					Total Acres		133.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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: 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Bobby G Jenkins Date: _____
Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 22 day
of JANUARY 19 90

Jeff Peppersack
Notary Public

Seal

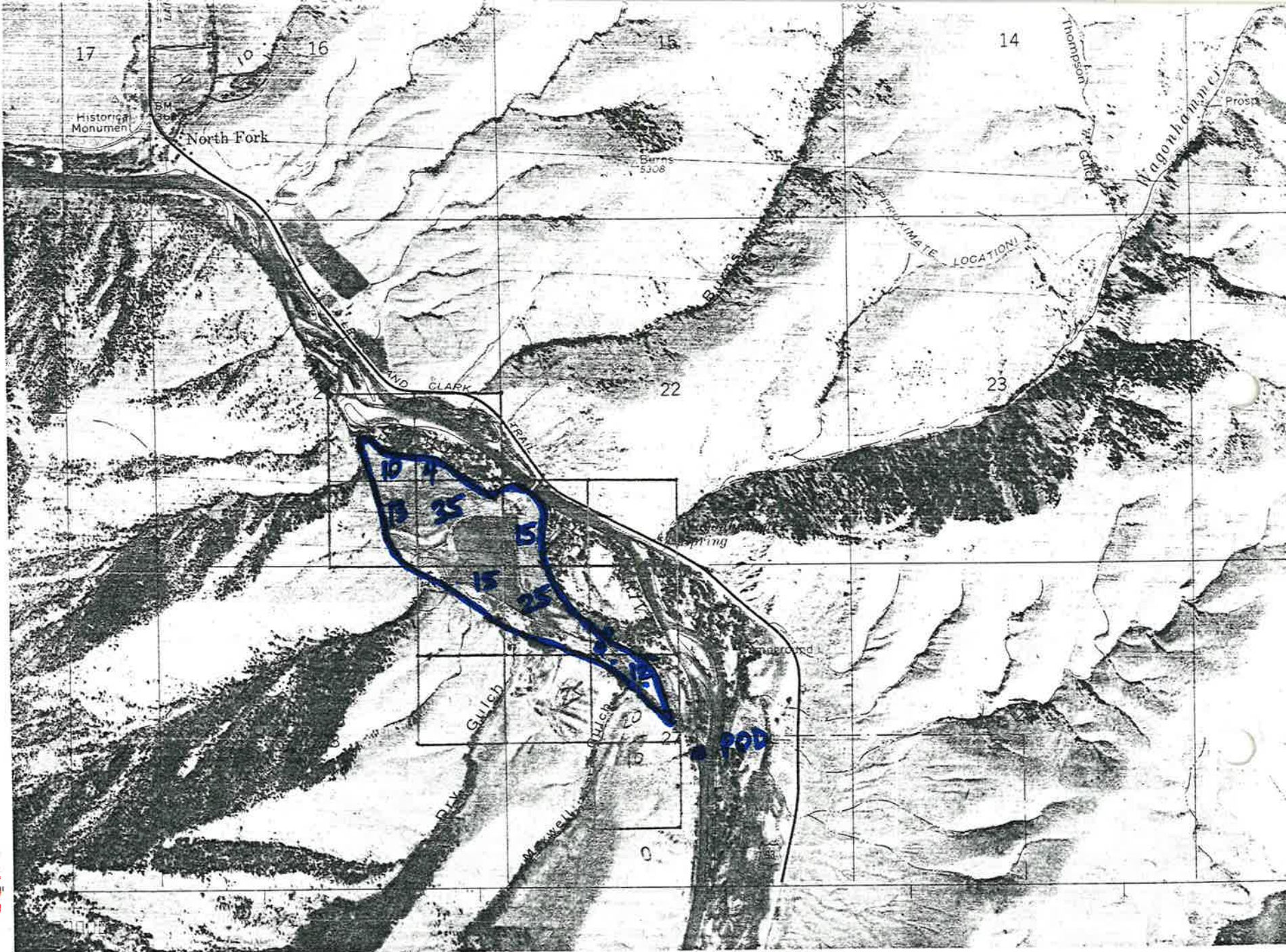
Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

45°22'30"

45°22'30"



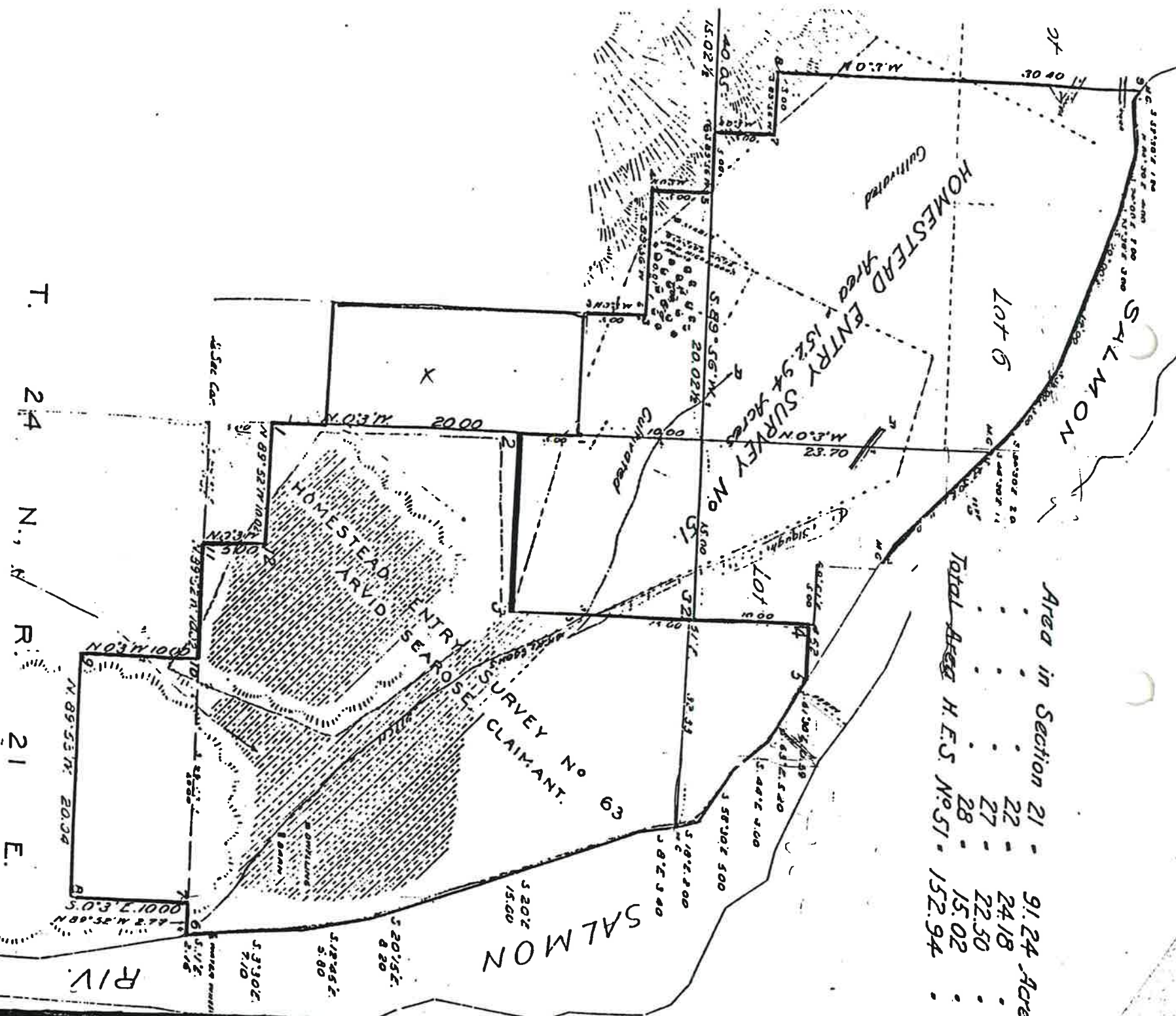
510 000 FEET



SCALE 1:24 000

Area in Section 21 -

22 -	91.24 Acres
27 -	24.18
28 -	22.50
Total Area H.E.S. No. 51 -	152.94



Area of Homestead Entry Survey No. 63 in Sec. 22 is 13.06 acs.

MICHOELED
 4074583
 NOV 18 1996

T. 24 N., R. 21 E.

Lot 7

9-10-96

E. Carlson
Dept. of Water Resources
900 N. Skyline Dr.
Idaho Falls, ID 83402

RECEIVED

SEP 12 1996

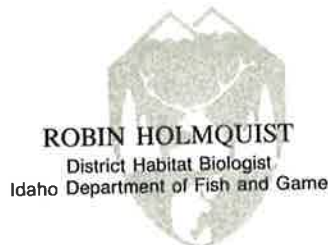
Department of Water Resources
Eastern Region

Dear Mr. Carlson,

Enclosed is a copy of the
Homestead Entry Survey and Topo Map
of Bobby Teakins Property to better
define the location of water use.
Also attached is the complete
Conservation Easement between
The Dept. of Fish & Game and Bobby
Teakins with highlighted reference
to water right #A75-4063.

If you require further help
with this matter, please call
me at 756-2271. Thank you.

Sincerely,



P.O. Box 1336
1215 Highway 93 North
Salmon, ID 83467

Business Phone (208) 756-2271
Residence Phone (208) 756-4380