

Van Bussum, Monica

From: Van Bussum, Monica
Sent: Tuesday, July 08, 2008 10:30 AM
To: 'Stanish, David'
Cc: Ridgeway, Renea
Subject: FW: IDL objection to SRBA claim 67-7598

Hi David,

Below is the forwarded correspondence between David Barber and myself regarding SRBA claim 67-7598, the SF5 for which he has forwarded to you. Please let me know if you need anything else, or have any questions. Thanks!

Monica

Monica Van Bussum
Sr. Water Resource Agent
Idaho Department of Water Resources
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

208.287.4907

From: Barber, David [mailto:david.barber@ag.idaho.gov]
Sent: Wednesday, June 18, 2008 2:49 PM
To: Van Bussum, Monica
Subject: RE: IDL objection to SRBA claim 67-7598

Dear Monica:
The Idaho Department of Lands has responded to your recommendation. Please implement it. I will sign the SF-5.
Thank you for your assistance.
Sincerely,
David J. Barber

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

From: Van Bussum, Monica [mailto:Monica.VanBussum@idwr.idaho.gov]
Sent: Wednesday, June 11, 2008 2:11 PM
To: Barber, David
Subject: IDL objection to SRBA claim 67-7598

Hi David,

I am contacting you in regards to the above-mentioned Snake River Basin Adjudication objection because I think it might be easily resolved. IDL objected to the place of use (POU) and point of diversion (POD) on the recommendation, saying they were on State of Idaho land. They were indeed recommended on state land in T19N R01E Sec 30 SESW, which is where they were originally licensed. I was looking through the file and realized the claimants filed a transfer to move the POU and POD north to the mill. The transfer says the legal description on the license is in error and the POD and POU were never in SESW but were in SENW. SENW is not State of Idaho land, but is where the mill is located. I conducted a field exam on the property yesterday and confirmed the well is

7/8/2008

in SENW, putting both the POD and the POU in SENW.

The transfer was filed relatively recently and is nearing approval. Because of this, I would like to add a remark to the recommendation and let the transfer actually correct the legal description. I asked the claimants if we could add a remark stating, "Place of use does not include lands owned by the State of Idaho." They agreed and said they don't want anything to do with State of Idaho lands and just want the legal description of the water right corrected, which the transfer will do later. I have a signed SF5 from them that I would like to send to you for signature if you feel comfortable with this resolution.

Please feel free to contact me with any questions or concerns and, of course, let me know if this resolution is acceptable. Thanks!

Monica

Monica Van Bussum
Sr. Water Resource Agent
Idaho Department of Water Resources
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

208.287.4907

Van Bussum, Monica

From: Barber, David [david.barber@ag.idaho.gov]
Sent: Tuesday, July 08, 2008 10:22 AM
To: Ridgeway, Renea
Cc: Bromley, Chris; Van Bussum, Monica; Stanish, David
Subject: RE: 67-7598 Tamarack Energy

Dear Renea:

Mr. David Stanish filed the Objection to water right no. 67-7598 on behalf of the Idaho Department of Lands. I have forwarded the SF-5 to him for his review and consideration.

Sincerely,

David J. Barber

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

From: Ridgeway, Renea [mailto:Renea.Ridgeway@idwr.idaho.gov]
Sent: Monday, July 07, 2008 2:30 PM
To: Barber, David
Cc: Bromley, Chris; Van Bussum, Monica
Subject: 67-7598 Tamarack Energy

Hi David,

An SF5 for the above referenced sub case was sent to you for your review last month. I'm just wondering if you have had a chance to review the document. I am currently reviewing the files that have been set for initial hearings next month in Basin 67 and this was one of those cases where it appeared resolution may be a possibility before getting to the hearing.

Thanks!

Life's a journey. Roll down the window and enjoy the breeze!

Renea Ridgeway
Paralegal
Office of the Attorney General
Natural Resources Division
Idaho Department of Water Resources
(208) 287-4814 office
(208) 287-6700 fax

7/8/2008

MEMORANDUM

TO: File 67-7598

FROM: Monica Van Bussum

DATE: June 18, 2008

RE: SF5 for SRBA claim 67-7598

I spoke with David Barber today as a follow-up to the e-mail I sent June 11, 2008. He looked over the e-mail and will forward it to a Department of Lands employee to review the ownership and have them get back to him. He requested I call back sometime after June 30 to follow up.

Van Bussum, Monica

From: Van Bussum, Monica
Sent: Wednesday, June 11, 2008 2:11 PM
To: 'David Barber (david.barber@ag.idaho.gov)'
Subject: IDL objection to SRBA claim 67-7598

Hi David,

I am contacting you in regards to the above-mentioned Snake River Basin Adjudication objection because I think it might be easily resolved. IDL objected to the place of use (POU) and point of diversion (POD) on the recommendation, saying they were on State of Idaho land. They were indeed recommended on state land in T19N R01E Sec 30 SESW, which is where they were originally licensed. I was looking through the file and realized the claimants filed a transfer to move the POU and POD north to the mill. The transfer says the legal description on the license is in error and the POD and POU were never in SESW but were in SENW. SENW is not State of Idaho land, but is where the mill is located. I conducted a field exam on the property yesterday and confirmed the well is in SENW, putting both the POD and the POU in SENW.

The transfer was filed relatively recently and is nearing approval. Because of this, I would like to add a remark to the recommendation and let the transfer actually correct the legal description. I asked the claimants if we could add a remark stating, "Place of use does not include lands owned by the State of Idaho." They agreed and said they don't want anything to do with State of Idaho lands and just want the legal description of the water right corrected, which the transfer will do later. I have a signed SF5 from them that I would like to send to you for signature if you feel comfortable with this resolution.

Please feel free to contact me with any questions or concerns and, of course, let me know if this resolution is acceptable. Thanks!

Monica

Monica Van Bussum
Sr. Water Resource Agent
Idaho Department of Water Resources
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

208.287.4907

6/11/2008

Priority Date Data Entry Form

Claim Number 67-7598

Claimed Priority Date: 9/14/1982

Claimed Basis: License

☒ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Water Right Priority Date: 9/14/1982

Water Right Basis: License

Recommended Priority Date ____

Recommended Basis _____

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

licensed w/ 9/14/1982 priority date

Reviewer: MVBDate: 6/9/08

Claim Number 67-7598

T19N R01E S30 SESW Within ADAMS County Source: GROUND WATER

T19N R01E S30 SESW Within ADAMS County

Tributary To

Coordinates: 2311694
1530923

Document how the POD and Source were verified:

confirm POD w/ GPS during FE
may have been replaced in 2001 w/ a well
in SENW (D 0018333?) - well construction
appears to have a shape in wrong QQ
license legal description is incorrect.
should have been licensed in SENW - both
wells are there and within about ten
feet of each other

Date: 6/10/2008

old well A 0017669, 300 gpm
new well (2001) - A 0017674, 430 gpm

Place Of Use Data Entry Form

Claim Number 67-7598

Claimed Place Of Use

T19N R01E S30

SESW

Total Acres

☐ Use Claimed POU as Recommended POU

Water Right Place Of Use

T19N R01E S30

SESW

Total Acres

Recommended Place of Use

☐ See corrections to claimed POU above

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
19N	01E	30	SE	NW	Adams		—	Industrial

Total Acres

Document how the POU was verified:

POU should not include State of Idaho lands
POU was licensed incorrectly - should be SENW;
they have filed transfer to correct this

Reviewer:

MVB

Date:

6/10/2008

Purpose of Use Data Entry Form

Claim Number 67-7598

Claimed Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

INDUSTRIAL

☐ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

INDUSTRIAL

Recommended Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

Number of Other

Industrial	—	—	—	—

Document how the Purpose of Use was verified:

licensed for industrial

- wet logs
- use in bathrooms in office

Reviewer: MVBDate: 6/10/2008

Period of Use and Quantity Data Entry Form

Claim Number 67-7598

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
INDUSTRIAL	1/01	12/31	0.7	

Overall Diversion Rate 0.7

Overall Diversion Volume

 Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
INDUSTRIAL	1/01	12/31	0.7	

Overall Diversion Rate 0.7

Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Industrial	01/01	12/31	0.70	

Overall Diversion Rate 0.70 cfs Overall Diversion Volume _____

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

needs annual volume - transfer?Reviewer: MVBDate: 6/10/2008

Contacts Data Entry Form

Claim Number: 67-7598

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	TAMARACK ENERGY	PO BOX H	NEW MEADOWS	ID	83654	

Comment for 1: Desktop review.

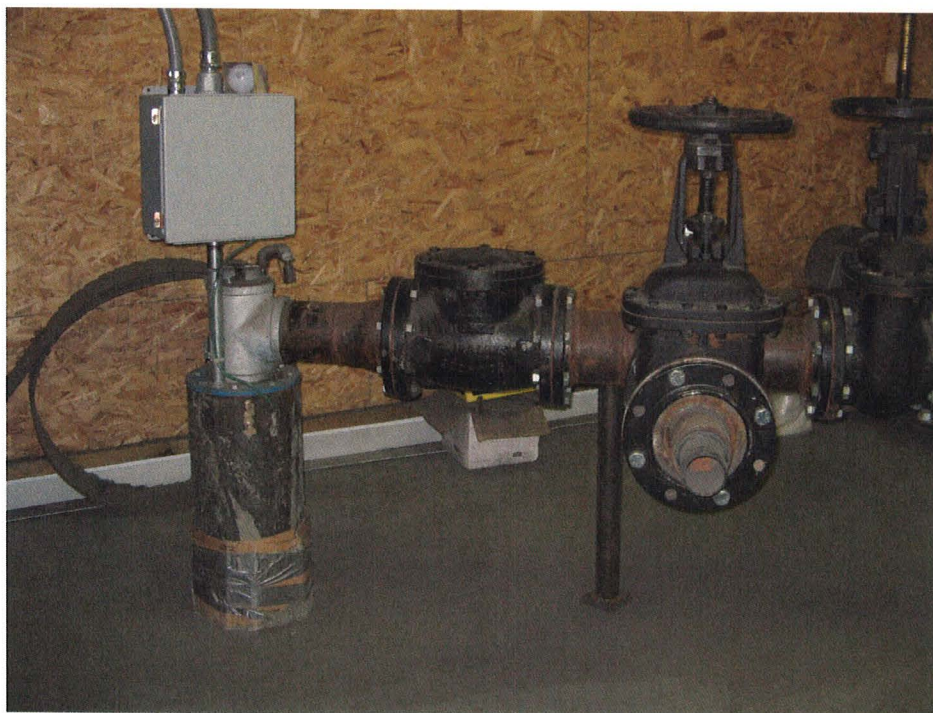
Date of Field Exam: 6/10/2008 Time: 10amAccompanied By: Jim Wassmuth - Forester Phone Number: card in fileRelationship to Claimant: employee

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

Bob Mack
43-yr employee, retired summer 2007

Reviewer: MVBDate: 6/10/2008

67-7598 Wells



2001 well, tag A0017674, back-up well, 430 gpm.



1982 well, originally licensed well, Tag A0017669, 300 gpm.



Buildings housing the wells. The green (north) building houses the 2001 well and the white building houses the 1982 well.

SCANLAN ENGINEERING

Groundwater and Environmental Engineering

December 19, 2001

RECEIVED
DEC 20 2001
WATER RESOURCES
WESTERN REGION

Steve Lester
Water Right Supervisor
Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Application for Transfer of Water Right License 67-7598

Dear Steve:

This letter provides a response to item No. 4 in your letter of September 7, 2001 addressed to Tamarack Energy Partnership.

Clarification of Wells. There are currently 3 operable wells at the facility. Water is also obtained from the river and from a spring. The wells are described below and driller's reports are enclosed.

- Tamarack Energy Well No. 1 is located in the SENW Section 30. This 575-foot deep well has been the point of diversion for license 67-7598 since 1982. The well supplies (1) the Tamarack Energy power plant, and (2) the Evergreen Forest Products mill, main office, planer building, and three company homes. Water from this well has been used in the mill and other buildings since 1983. The well has been a public water system source since about 1986.
- Tamarack Energy Well No. 2 is located in the SENW Section 30, approximately 20 feet north of Well No. 1. The well was drilled in 2001 as a replacement for (and supplement to) Well No. 1. Well No. 2 will supply the same uses as Well No. 1.
- The Scale House Well is used for sprinkling the log deck. The well is located in the NENW of Section 30. An original driller's report for the well is not available, but a repair report dated June 28, 1982 is enclosed. The repair consisted of cleaning out the well and setting 8-inch perforated liner to 238 feet. The well reportedly produced 250 gpm by air-lift pumping following the work.

A future well is contemplated in the SENW, northeast of the mill building.

Clarification of Water Rights. The three groundwater rights for the facility are described below.

67-7274. Use of water under license 67-7274 occurs at the log deck. The license authorizes diversion of 0.690 cfs from May 15 to October 15 for industrial use. Point of diversion is

described as a well located in the NWNW of Section 30 (Scale House Well). The actual location of this well appears to be a few feet into the NENW of Section 30. Tamarack Mills (dba Evergreen Forests) will submit an amended adjudication claim to show the correct location for this well. The claim will also be amended to show place of use in the NWNW, SWNW and SENW Section 30, as the log deck extends over a larger area than originally licensed.

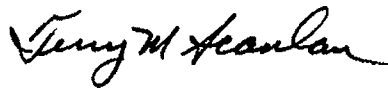
67-7598. License 67-7598 authorizes diversion of 0.70 cfs for industrial use. Point of diversion is Tamarack Energy Well No. 1. The transfer application that was submitted earlier this year proposed correcting the place of use and point of diversion (change from SESW to SENW). The water was initially used in the Tamarack Energy co-generation facility. Since 1983, water from Tamarack Energy Well No. 1 has also been used at the Evergreen Forest Products mill, main office, and planer. The well has also supplied the three houses on the Company Property since about that time. The houses are located in the NESW Section 30. Therefore, Tamarack will submit a revised transfer application to also include the NESW of Section 30 as a place of use.

67-8037. Permit 67-8037 authorizes diversion of 3.0 cfs for industrial use (sprinkling log decks) from a groundwater source. Place of use is in the NWNW, SWNW and SENW Section 30, and period of use is April 1 to November 1. The application listed two points of diversion in the SWNW but referenced the "same well as 67-7274". We propose that the permit be amended to include four diversion points. These diversion points would be Tamarack Wells 1 and 2 (SESW Section 30), the Scale House Well (NENW Section 30) and a future well located northeast of the mill in the SENW Section 30.

For additional clarification purposes, I have enclosed an annotated aerial photo of the Tamarack Energy and Evergreen Forest Products site. The photo shows the locations of the existing wells, proposed well (67-8037) and various places of use.

Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E., P.G.

Cc: Charles Lively

Total Acres _____

PART 1

6. General Information:

a. Description of diversion system Two wells with submersible pumps. Well No. 1 (existing is 575 feet deep and will be used for stand by purposes. Well No. 2 (proposed) will be primary source of supply.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
NA

d. Remarks:
Tamarack Energy is replacing well No. 1 due to loss of capacity. Well No. 1 will be retained as a back up source. Well and place of use were incorrect described on the original water right application, permit, and license.
Actual location of well and place of use has always been the SENW Section 3

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

and the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

 For the Director

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 67-7598 issued by the Idaho Department of Water Resources.
- c. Claim No. 67-7598 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water ground water tributary to NA

4. Date or priority 9/14/1982

5. Water is used for the following purposes:

amount 0.70 cfs for industrial purposes from 1/1 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.70 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	30	19N	1E	Adams	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	1E	30												I					

Total Acres _____

9. Describe any other water rights used for the same purpose as described above _____

PART 2

TRANSFER NO. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 no _____ If yes, describe _____

DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

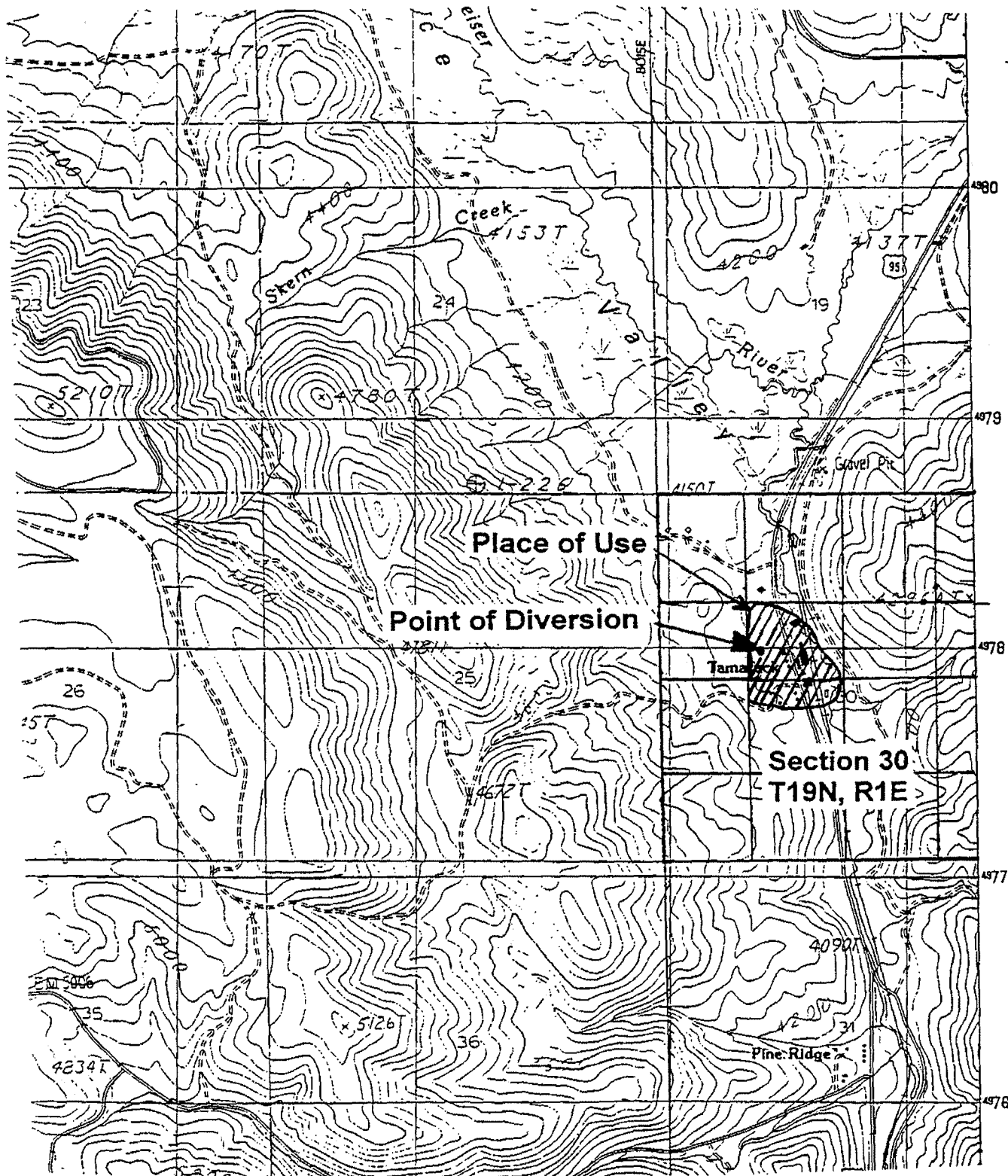
Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3

3. CHANGES IN NATURE OF USE

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.


 (Signature of Applicant)

Subscribed and sworn to before me this 20th day of December, 2001

VICKI HOWARD
Notary Public
State of Idaho



(Notary Public)

My commission expires 11-10-04

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by Kh Date 12/31/01 Protest filed by _____

Prelim. Check by _____ Fee _____

Received by Kh Date 1/2/02 W028596

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

March 14, 2008

Monica P Van Buren

Idaho Department of Water Resources

322 East Front Street

P.O. Box 83720

Boise, Idaho 83720-0098



EVERGREEN FOREST

Jim Wassmuth

Resource Manager

P.O. Box H
New Meadows, Idaho
83654

Cell: (208) 315-0121
Office: (208) 347-2111
FAX: (208) 347-2273

Re: SRBA Claim #67-7598

RECEIVED

MAR 19 2008

DEPARTMENT OF
WATER RESOURCES

Monica,

Mark Kropp asked me to take care of this project. I have attached a map of the approximate property location and a copy of our warranty deed which is on file at the Court house in Council. If you can understand this property description you should probably be working as a professional civil engineer.

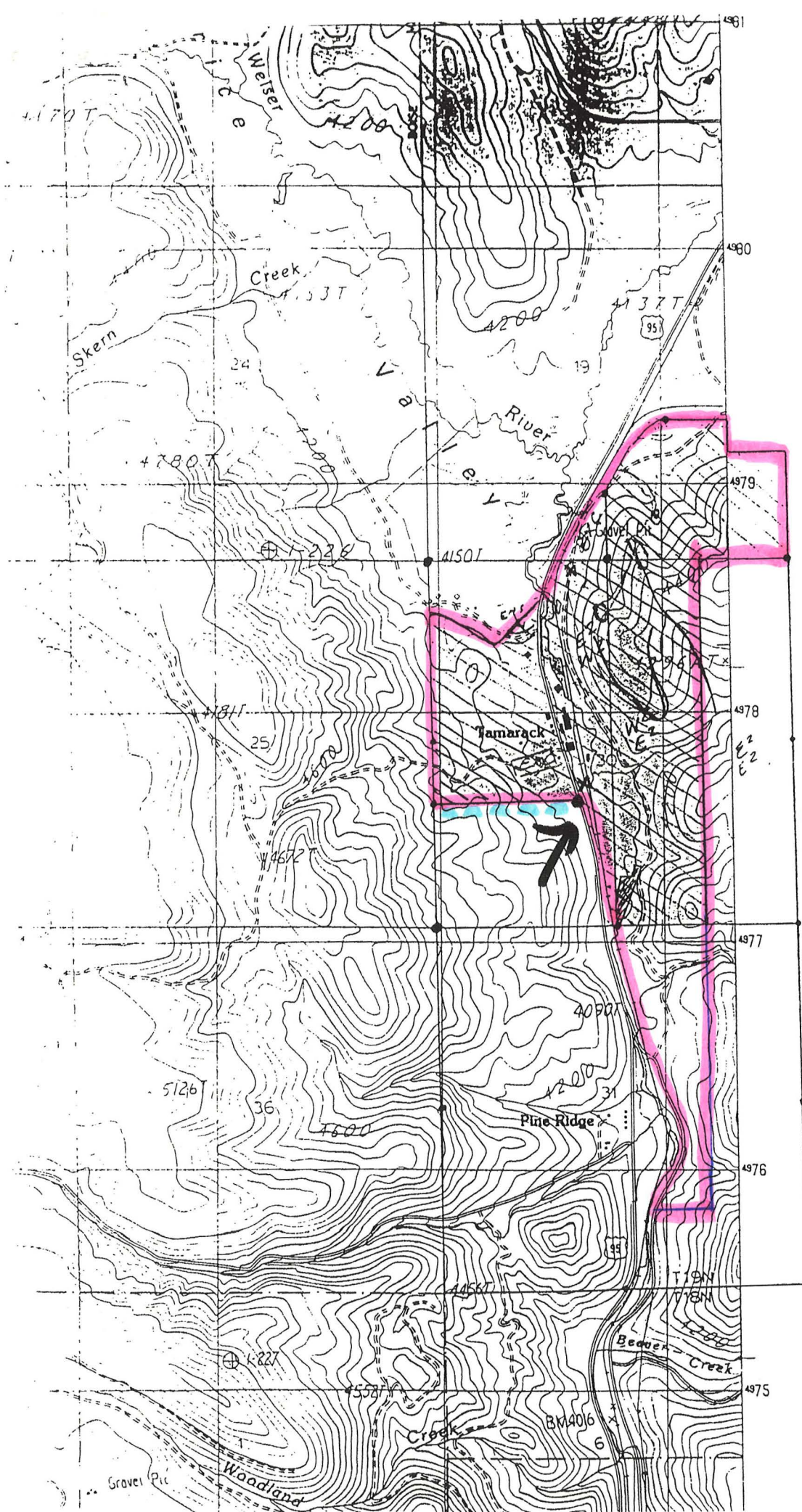
We still have about 3' of snow at the mill, and I would like to walk the area in question before we sign off. I do not believe we receive any water from the area in question but I am not sure.

Tamarack Mills may own some property in the SESW Section 30 Township 19 N R 1 E. I feel it is a very small amount.

SCANNED

MAR 19 2008

Come up next Spring and buy your GPS unit and we will get this straightened out



T19N R1E

SEC 30

SEC 19

SEC 20

Property line
established in Spring
of 2007 by licensed
surveyors. Copy given
to Idaho Department
of Lands in McCall.
Jim W.

SCANNED

MAR 19 2008

INSTRUMENT NO. 94540
PAGE 1 OF 35INSTRUMENT NO. 95280
PAGE 1 OF 36INSTRUMENT NO. 94540
State of Idaho)
County of Adams) ss.Filed for record at the request of
Timberline Title & Escrow
07:07:04 4 o'clock P.M.
the 20th day of August, 1992
MICHAEL FIGK, RECORDER
by Deputy
Deputy

Fee \$ 105.00

(RE-RECORDED TO CORRECT LEGAL DESCRIPTION)

WARRANTY DEED
AND
RESERVATION OF EASEMENT

FOR VALUE RECEIVED

Evergreen Forest Products, Inc., an Idaho corporation ("Grantor"), does hereby GRANT, BARGAIN, SELL and CONVEY unto Tamarack Mill, LLC, an Idaho limited liability company whose address is P.O. Box 340, Highway 12, Kooskia, Idaho 83539 ("Grantee"), the following described real property located in Adams County, Idaho:

See Exhibit A attached hereto and incorporated herein (the "Premises").

SUBJECT TO all liens, claims, taxes, assessments, encumbrances, easements, reservations, reversions, rights-of-way, and agreements or restrictions as set forth on Exhibit B attached hereto and incorporated herein, and of record (the "Permitted Encumbrances").

RESERVING for the benefit of Grantor, its successors, transferees and assigns a perpetual, unobstructed, nonexclusive and relocatable right-of-way and easement ("Easement") for ingress, egress and utilities over, across and under the Premises, as more particularly described and defined in the Easement Agreement which is attached hereto as Exhibit "C" and incorporated herein by this reference, and subject to the respective rights and obligations of Grantor and Grantee set forth herein.

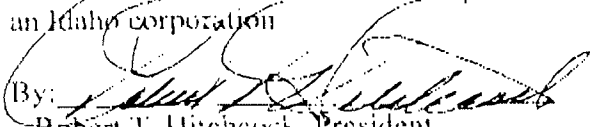
TO HAVE AND TO HOLD said Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever. Grantor, for itself, its successors and assigns, does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all liens, taxes, assessments, encumbrances, easements, reservations, reversions, rights-of-way, and agreements, except the Permitted Encumbrances, the Easement, and those made, suffered or done by Grantee; and that Grantor will warrant and defend the same forever from all other lawful claims whatsoever.

INSTRUMENT NO. 945410
PAGE 2 OF 35INSTRUMENT NO. 95280
PAGE 2 OF 36

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this
... day of July, 1998.

GRANTOR:

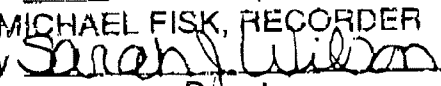
EVERGREEN FOREST PRODUCTS, INC.,
an Idaho corporation

By: 

Robert T. Hichecock, President

INSTRUMENT NO. 95280
State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow
34 min. past 10 o'clock A.M.
this 17 day of December 1998

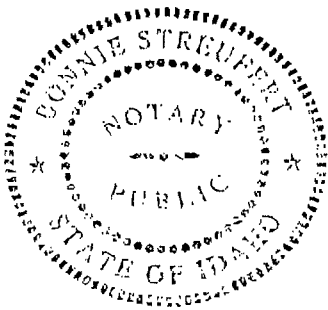
MICHAEL FISK, RECORDER
by 
Deputy

Fee \$ 108.00

INSTRUMENT NO. 94540
PAGE 3 OF 35INSTRUMENT NO. 95280
PAGE 3 OF 36STATE OF IDAHO)
) SS.
County of ADA)

On this 3 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert T. Hitchcock, known or identified to me to be the President of Evergreen Forest Products, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Bonnie Streufert
Notary Public for Idaho
Residing at Brice, ID
My commission expires: 7/15/2003

INSTRUMENT NO. 94540
PAGE 4 OF 35

INSTRUMENT NO. 95280
PAGE 4 OF 36

EXHIBIT A

Legal Description

WARRANTY DEED AND RESERVATION OF EASEMENT - 4
5195VACLN-WARR-DEED

INSTRUMENT NO. 94040
PAGE 5 OF 35INSTRUMENT NO. 95280
PAGE 5 OF 36

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 19: A parcel of land situated in the SE1/4 more particularly described as follows:

Commencing at a 3/4" aluminum cap marking the quarter corner common to Sections 19 and 30, T19NR1EEM, the REAL POINT OF BEGINNING;

Thence North 00° 40' 31" West 976.23 feet along the Westerly boundary of the SE1/4 of said Section 19 to a 1/2" x 24" rebar on the Easterly right-of-way of the Oregon Short Line Railroad kna Friends of the Weiser River Trail;

Thence North 29° 21' 27" East 722.13 feet along said Easterly railroad right-of-way to a 5/8" x 30" rebar;

Thence 89.09 feet along said Easterly right-of-way on a curve to the right whose radius is 891.70 feet, delta angle is 05° 43' 29" and whose long chord bears North 32° 13' 12" East 89.06 feet to a 5/8" x 30" rebar;

Thence North 33° 04' 56" East 10.29 feet along said Easterly right-of-way to a 5/8" x 30" rebar;

Thence 866.45 feet along said Easterly right-of-way on a curve to the right whose radius is 905.37 feet, delta angle is 54° 50' 00" and whose long chord bears North 62° 29' 56" East 933.77 feet to a 5/8" x 30" rebar;

Thence North 89° 54' 56" East 734.84 feet along the Southerly right-of-way of said railroad to the Westerly boundary of the landfill parcel as described on the Corporate Quitclaim Deed, Instr. No. 92913 on file in the Adams County Recorder's Office;

Thence South 00° 17' 14" East 479.46 feet along said Westerly boundary;

Thence North 89° 42' 47" East 934.12 feet along the Southerly boundary of said parcel to the line common to Sections 19 and 20, T19NR1EEM;

EXHIBIT A
Page 1 of 9

SCANNED

INSTRUMENT NO 94570
PAGE 6 OF 15

INSTRUMENT NO 95280
PAGE 6 OF 36

Thence South $00^{\circ} 17' 14''$ East 1565.39 feet along said common line to a brass cap marking the section corner common to Sections 19, 20, 29 and 30, T19NR12E;

Thence South $89^{\circ} 16' 00''$ West 2714.89 feet along the line common to said Sections 19 and 20, to the REAL POINT OF BEGINNING.

SUBJECT TO a road easement as described in Inst. No. 92914 on file in the Adams County Recorder's Office.

Section 30: $W1/2E1/2$ and all that part of the $E1/2W1/2$ lying East of Highway 95 as now established.

EXCEPTING THEREFROM, any right, title or interest of FRIENDS OF WEISER RIVER TRAIL, INC., if any, accruing pursuant to that certain DONATIVE QUITCLAIM DEED from UNION PACIFIC RAILROAD COMPANY, a Utah corporation, dated July 31, 1997 and recorded on August 4, 1997, as Instrument 92385, Official Records of Adams County, Idaho.

EXCEPTING FROM the above described parcel a tract of land located in the $SW1/4SE1/4$ more particularly described as follows: Beginning at the South $\frac{1}{4}$ corner of said Section 30;

Thence North $0^{\circ} 13'$ East 346.5 feet to a point;

Thence North $9^{\circ} 54'$ East 346 feet to the point of BEGINNING;

Thence North $80^{\circ} 21'$ East 127.5 feet to a point;

Thence North $9^{\circ} 39'$ West 150 feet to a point;

Thence South $80^{\circ} 21'$ West 74 feet to a point;

Thence South $9^{\circ} 54'$ West 160 feet to the REAL POINT OF BEGINNING

A parcel of land situated in the $W1/2$ more particularly described as follows:

Commencing at an aluminum cap marking the quarter corner common to Section 25, T19NR12E and Section 30, T19NR12E, Adams County, Idaho, the REAL POINT OF BEGINNING;

Thence North $00^{\circ} 31' 14''$ West 1859.70 feet along the line common to said Sections 25 and 30, to a $\frac{1}{2}$ " x 24" rebar on the an existing fence line;

Thence South $88^{\circ} 45' 31''$ East 24.15 feet along said existing fence line;

EXHIBIT A
Page 2 of 9

SCANNED

MAR 1 2006

INSTRUMENT NO. 94540
PAGE 7 OF 35

INSTRUMENT NO. 95280
PAGE 7 OF 36

Thence continuing Southeasterly along said existing fence line:

South 14° 16' 28" East 17.93 feet;
South 65° 15' 08" East 106.46 feet;
South 73° 26' 43" East 282.94 feet;
South 73° 06' 42" East 76.72 feet;
South 65° 23' 24" East 220.34 feet;
South 64° 59' 29" East 106.61 feet;

~~South 61° 32' 26" East 89.13 feet;~~

~~South 61° 40' 32" East 98.81 feet;~~

~~South 62° 27' 13" East 51.66 feet;~~

South 61° 03' 03" East 29.10 feet;

South 66° 48' 14" East 64.88 feet;

South 74° 31' 33" East 67.45 feet to the fence corner;

thence continuing Northeasterly along said existing fence line:

North 13° 56' 55" East 137.94 feet;

North 09° 22' 35" East 12.79 feet;

North 22° 50' 53" East 41.16 feet;

South 58° 03' 49" East 3.60 feet;

North 35° 56' 38" East 469.58 feet;

North 22° 58' 39" East 188.79 feet to the end of the existing fence;

Thence South 78° 59' 44" East 69.40 feet to a 1/2" x 24" rebar on the Westerly right-of-way of U.S. Highway 95, radially to the following curve;

Thence 1058.60 feet along said Westerly right-of-way on a non-tangent curve to the left whose radius is 2924.79 feet, delta angle is 20° 44' 16" and whose long chord bears South 00° 38' 09" West 1052.83 feet to a 5/8" x 20" rebar;

Thence radially along said Westerly right-of-way North 80° 16' 00" East 20.00 feet to a 5/8" x 30" rebar;

Thence 215.12 feet along said Westerly right-of-way on a non-tangent curve to the left whose radius is 2904.79 feet, delta angle is 04° 14' 35" and whose long chord bears South 11° 51' 17" East 215.07 feet to a 5/8" x 30" rebar marking the offset spiral to curve;

EXHIBIT 17
Page 30 of 39

INSTRUMENT NO. 94540
PAGE 8 OF 35

INSTRUMENT NO. 95280
PAGE 8 OF 36

Thence 251.74 feet along said Westerly right of way on an offset spiral curve to the left to the point of offset spiral curve to tangent, and which bears South $16^{\circ} 27' 33''$ East 0.87 feet from a $5/8" \times 30"$ rebar at highway PS station 767+53.7, and whose offset spiral curve data is: length = 251.74 feet, delta spiral = $02^{\circ} 28' 56''$ and whose long chord bears South $15^{\circ} 57' 54''$ East 251.72 feet;

Thence South $16^{\circ} 27' 33''$ East 1438.51 feet along said Westerly right-of-way to a brass cap right-of-way monument at highway station 753+25;

Thence South $73^{\circ} 32' 27''$ West 20.00 feet along said Westerly right-of-way to a brass cap right-of-way monument at highway station 753+25;

Thence South $16^{\circ} 27' 33''$ East 95.10 feet along said Westerly right-of-way to a $1/2" \times 24"$ rebar;

Thence South $97^{\circ} 22' 41''$ West 2131.84 feet to a $1/2" \times 24"$ rebar on the line common to Section 30, T19NR1E2M and Section 25, T19NR1W2M, Adams County, Idaho;

Thence North $00^{\circ} 31' 14''$ West 983.84 feet along said common line to the REAL POINT OF BEGINNING.

SUBJECT TO a 60 foot wide ingress and egress and utility easement being 30.00 feet on each side of the following described existing road centerline:

Commencing at an aluminum cap marking the Section corner common to Sections 19 and 30, T19NR1E2M Adams County, Idaho and Sections 24 and 25, T19NR1W2M;

Thence South $58^{\circ} 06' 45''$ East formerly described as South $57^{\circ} 47' 26''$ East ~~Thence South $57^{\circ} 47' 26''$ East 1856.77 feet to a point on the~~ Westerly right-of-way of U.S. Highway 95 at highway station 778+44, the REAL POINT OF BEGINNING;



Thence South $58^{\circ} 50' 00''$ West 310.37 feet;
Thence 71.01 feet along a curve to the right whose radius is 75.00 feet, delta angle is $54^{\circ} 15' 00''$ and whose long chord bears South $85^{\circ} 57' 30''$ West 58.39 feet;

Thence North $55^{\circ} 55' 00''$ West 72.49 feet to the point of ending, being at the centerline of the existing road at the gate.

EXHIBIT F
Page 4 of 9

SCANNED

MAR 13 2006

INSTRUMENT NO. 94640
PAGE 9 OF 35INSTRUMENT NO. 95280
PAGE 9 OF 36

EXCLUDING a parcel of land situated in the W1/2 of Section 30, T19NR12EM, Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the quarter corner common to Sections 30 and 31, T19NR12EM, Adams County, Idaho:

Thence North 22° 29' 30" West 2769.09 feet to the REAL POINT OF BEGINNING;

Thence South 73° 50' 00" West 600.00 feet;

Thence North 16° 10' 00" West 240.00 feet;

Thence North 73° 50' 00" East 600.00 feet;

Thence South 16° 10' 00" East 240.00 feet to the REAL POINT OF BEGINNING.

SUBJECT TO AN EASEMENT for ingress and egress from U.S. Highway 95 granted by Evergreen Forest Products, Inc., to Tamarack Energy Partnership in a Deed and Grant of Easement recorded April 24, 1984 as Instrument No. 68189 as amended by Amended Deed and Grant of Easement recorded February 13, 1987 as Instrument No. 73817, described as follows:

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 30: A strip of land 20 feet in width located in the W1/2 of Section 30, the centerline of which is more particularly described as follows:

Beginning at the South 1/4 corner of said Section 20;

Thence North 15° 27' 30" West 2520.6 feet to the REAL POINT OF BEGINNING, a point on the Westerly right-of-way line of U.S. Highway 95;

Thence on the easement centerline, said easement being 10 feet on each side of said centerline as follows:

South 82° 14' West 69.5 feet to a point;

North 79° 16' West 85.1 feet to a point;

North 54° 28' West 136.0 feet to a point;

North 82° 57' West 103.5 feet to a point that is 10 feet

Southerly from the Southeastern corner of the Co-Generation Plant property;

Thence South 73° 50' West parallel and 10 feet Southerly of the Southerly boundary of said property a distance of 99.0 feet, said point bears South 68° 07' West 100.5 feet from the Southeast corner of the Co-Generation property, the point of terminus.

The foregoing easement is subject to matters as disclosed by that certain survey prepared by Kerr Surveying dated July, 1998 and recorded in Book _____ of Surveys at Page _____ Official Records of Adams County, Idaho.

On September 9, 1998, as Instrument No. 94677.



EXHIBIT 17
Page 5 of 9

INSTRUMENT NO. 94540
PAGE 10 OF 35INSTRUMENT NO. 95280
PAGE 10 OF 36

EXCEPTING THEREFROM: Three parcels of land more particularly described as:

- a. Commencing 60 feet Southerly along the West boundary line of the County Road from a stone post, which stone post is 780 feet West and 14 feet North of the Southeast corner of the said SE1/4NW1/4 of said Section 30; and running Thence Southerly along said West boundary of said road 60 feet;
Thence at right angles Westerly 110 feet;
Thence Northerly at right angles 60 feet;
Thence Easterly at right angles 110 feet to the beginning.
- b. Commencing at a point 20 feet Westerly of the Northwest corner of the tract last above described; running Thence Westerly at right angles 110 feet;
Thence Southerly at right angles 60 feet;
Thence Easterly at right angles 110 feet;
Thence Northerly at right angles 60 feet to the beginning.
- c. Commencing at a point 170 feet Southerly along the West boundary line of said County Road from said stone post and running Thence Southerly along said West boundary of said road 100 feet;
Thence West at right angles 110 feet;
Thence Northerly at right angles 50 feet;
Thence Easterly at right angles 10 feet;
Thence Northerly at right angles 50 feet;
Thence Easterly at right angles 100 feet to the beginning.

EXHIBIT A

Page 6 of 9

74640
PAGE 7 OF 30

INSTRUMENT NO 95280
PAGE 11 OF 36

Section 31: All that part of the W1/2NE1/4, NW1/4SE1/4 and NE1/4NW1/4 lying East of the the right of way of U.S. Highway 95

EXCEPTING THEREFROM THE FOLLOWING: Commencing therefor at a Point on the Westerly side of the Right of Way of U. S. Highway 95, designated upon the official survey and sheet 5 of the official map of the Department of Highways of Idaho, Project No. F.A.G.H.

51 AB(3) as Survey Station No. 709+3.2 which point is North, 1°15' East 98.07 feet of the East-West center line of Section 31; Thence at right angles to said highway right of way, North 88° 45' West a distance of 138.7 feet to a point;

Thence parallel to said highway right of way, S. 1°15' W., a distance of 334.8 feet, but either more or less, to the Northeast corner of Lot 5 of Block 2 of the "White Subdivision" of a portion of said Section 31, as said Lot and Block are designated on the official Plat of said "White Subdivision" on file in the office of the County Recorder of Adams County, Idaho, in Book 1 of Plats at page 35;

Thence continuing S. 1°15' W., along the East end lines of Lots 5, 4, 3, 2, and 1 of Block 2 of said White Subdivision, a distance of 409 feet to the Southeast corner of Lot 1 of Block 2 of said Subdivision, and continuing S. 1°15' W. an additional distance of 85.68 feet, but either more or less, to a Point on the Southerly side of the 60 foot wide Easement of the Forest Service "Lost Valley Reservoir Loop" Highway Project 50089 (Map Sheet 1 of 6) Deeds for such Easement being of record in the office of the County Recorder of Adams County in Book 29 of Deeds at pages 381, 442, and 444;

EXHIBIT A
Page 7 of 9

INSTRUMENT NO 94540
PAGE 12 OF 35

INSTRUMENT NO 45280
PAGE 12 OF 36

Thence along the Southerly side of the Easement above referred to N. $51^{\circ}19'00''$ E., a distance of 76.56 feet to a Point that is N. $88^{\circ}45'$ W., 100 feet from the Westerly line of the Right of Way of said U. S. Highway 95.

Thence S. $1^{\circ}15'$ W. a distance of 30.53 feet to the center of the channel of an unnamed tributary of the Weiser River which flows in a general West to East direction on the Southerly side of the Easement of said "Lost Valley Reservoir Loop" Highway and which flows under U.S. Highway at approximately Survey Station 701+40; Thence in a general easterly direction 100 feet, but either more or less, on and along the center of the channel of the before mentioned unnamed tributary of the Weiser River to the point of intersection of the center of the channel of said stream with the westerly boundary of the right of way of U.S. Highway 95 at approximately Highway Survey Station 701+40

Thence on and along the Westerly edge of the right of way of U.S. Highway 95, S. $1^{\circ}15'$ W., a distance of 208.8 feet to a Point;

Thence S. $88^{\circ}45'$ E., a distance of 401.3 feet to a point on the Westerly side of the right of way of the Union Pacific Railroad, as now located over and across said Section 31, said Township and Range;

Thence in a general Northerly direction on curve and tangent, upon and along the Westerly side of the said Union Pacific Railroad Right of Way, to its intersection with the East-West center line of said Section 31;

Thence East, on and along said center of Section line, which is also a part of the line of said railroad right of way, a distance of 50 feet;

Thence continuing in a general Northerly direction, on and along the Westerly line of the right of way of the Union Pacific Railroad, a distance of 120 feet to a Point;

Thence North, $88^{\circ}45'$ West 415 feet to the Point and Place of Beginning on the Westerly side of the right of way of U.S. Highway 95 at Survey Station 709+31.2.

ALSO EXCEPTING THEREFROM, any right, title or interest of FRIENDS OF WEISER RIVER TRAIL, INC., if any, accruing pursuant to that certain DONATIVE QUITCLAIM DEED from UNION PACIFIC RAILROAD COMPANY, a Utah corporation, dated July 31, 1997 and recorded on August 4, 1997, as Instrument 92385, Official Records of Adams County, Idaho.

EXHIBIT 7
Page 80 of 9

INSTRUMENT NO. 94540
PAGE 13 OF 35INSTRUMENT NO. 95280
PAGE 13 OF 36

PARCEL 2: CO-GEN

A PARCEL of land situated in the W1/2 of Section 30, T19N R12E M, Adams County, Idaho, more particularly described as follows:
Commencing at a brass cap marking the quarter corner common to Sections 30 and 31, T19N R12E M, Adams County, Idaho;
Thence North 22° 29' 30" West 2769.09 feet to the REAL POINT OF BEGINNING;
Thence South 73° 50' 00" West 600.00 feet;
Thence North 16° 10' 00" West 240.00 feet;
Thence North 73° 50' 00" East 600.00 feet;
Thence South 16° 10' 00" East 240.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT for ingress and egress from U.S. Highway 95 granted by Evergreen Forest Products, Inc., to Tamarack Energy Partnership in a Deed and Grant of Easement recorded April 24, 1984 as Instrument No. 68189 as amended by Amended Deed and Grant of Easement recorded February 13, 1987 as Instrument No. 73817, described as follows:

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 30: A strip of land 20 feet in width located in the W1/2 of Section 30, the centerline of which is more particularly described as follows:

Beginning at the South ¼ corner of said Section 30;

Thence North 15° 27' 30" West 2530.6 feet to the REAL POINT OF BEGINNING, a point on the Westerly right-of-way line of U.S. Highway 95;

Thence on the easement centerline, said easement being 10 feet on each side of said centerline as follows:

South 82° 14' West 69.5 feet to a point;

North 79° 16' West 85.1 feet to a point;

North 54° 28' West 156.0 feet to a point;

North 82° 57' West 103.5 feet to a point that is 10 feet

Southerly from the Southeasterly corner of the Co-Generation Plant property;

Thence South 73° 50' West parallel and 10 feet Southerly of the Southerly boundary of said property a distance of 99.0 feet, said point bears South 68° 07' West 100.5 feet from the Southeast corner of the Co-Generation property, the point of terminus.

The foregoing easement is subject to matters as disclosed by that certain survey prepared by Kerr Surveying dated July, 1998 and recorded in Book _____ of Surveys at Page _____ Official the Records of Adams County, Idaho.

on September 9, 1998, as Instrument No. 94677.

EXHIBIT A

Page 9 of 9



INSTRUMENT NO. 94540
PAGE 14 OF 35

INSTRUMENT NO. 95280
PAGE 14 OF 36

EXHIBIT B

Permitted Encumbrances

INSTRUMENT NO. 94540

INSTRUMENT NO. 95280

PAGE 15 OF 35

PAGE 15 OF 36

1. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. GENERAL TAXES AND ASSESSMENTS
1998:
3. POWER LINE EASEMENT granted to MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY recorded September 25, 1940 in Book 4 Misc. page 124.
ASSIGNMENT AND ASSUMPTION FROM U.S. WEST COMMUNICATIONS to COUNCIL TELEPHONE COMPANY recorded December 12, 1996 as Instr. No. 91238
4. RIGHT-OF-WAY EASEMENT granted to STATE OF Idaho as set forth in deed recorded September 21, 1946 in Book 20 Deeds page 95 RIGHTS-OF-WAY, including terms and conditions therein, as set forth in deeds recorded:
Book 9 Deeds pages 361, 491
Book 17 Deeds page 204
Book 19 Deeds pages 479-480 and 477
Book 20 Deeds pages 95 and 372-377
Book 23 Deeds page 60
5. POWER LINE EASMEENTS granted to Idaho POWER COMPANY recorded
June 29, 1949 in Book 5 Misc. page 68
June 29, 1949 in Book 5 Misc. page 65
Sept 27, 1957 in Book 5 Misc. page 429
Sept 27, 1957 in Book 5 Misc. page 427
Sept 27, 1957 in Book 5 Misc. page 430
Sept 27, 1957 in Book 5 Misc. page 431
Oct. 27, 1966 in Book 6 Misc. page 215
Nov. 28, 1972 in Book 7M Misc. page 329
Apr. 27, 1983 as Instr. No. 65946
Apr. 27, 1988 as Instr. No. 75750
6. EASEMENT including terms and conditions thereof recorded February 25, 1972 in Book 29M Deeds pages 460-461.
7. DEED AND GRANT OF EASEMENT, including terms and conditions thereof, granted to TAMARACK ENERGY PARTNERSHIP, recorded April 24, 1984 as Instr. No. 68189.
AMENDED DEED AND GRANT OF EASEMENT, including terms and conditions thereof, recorded February 13, 1987 as Instr. No. 73817
8. EASEMENT, including terms and conditions thereof, granted to Boise CASCADE CORPORATION, recorded August 13, 1979 as Instr. No. 59419.
9. ACCESS is by virtue of U.S. Highway 95 and is subject to the terms and conditions of said access.

INSTRUMENT NO. 94540
PAGE 16 OF 35

INSTRUMENT NO. 95280
PAGE 16 OF 36

10. MEMORANDUM OF CONTRACT INTEREST recorded October 27, 1997 as Instr. No. 92914.

11. ~~GROUND~~ LEASE upon the terms, conditions and covenants contained therein:
Recorded: September 13, 1982 as Instr. No. 64863
Lessor: EVERGREEN FOREST PRODUCTS, INC.
Lessee: TAMARACK ENERGY PARTNERSHIP
ASSIGNMENT to TAMARACK CO-GEN PARTNERS OF Idaho, a California Limited Partnership, recorded April 21, 1995 as Instr. No. 87660

12. ASSIGNMENT OF FACILITY AND SITE LEASE to TAMARACK CO-GEN PARTNERS OF Idaho, a California limited partnership, recorded April 21, 1995 as Instr. No. 87661.

13. LEASE upon the terms, conditions and covenants contained in Memorandum of Lease
Recorded: April 21, 1995 as Instr. No. 87662
Lessor: TAMARACK CO-GEN PARTNERS OF Idaho,
A California Limited Partnership, dba
TAMARACK INVESTMENT PARTNERSHIP, L.P.
Lessee: TAMARACK ENERGY PARTNERSHIP,
an Idaho general partnership

14. LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASE AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated to secure an indebtedness in the principal sum of \$3,900,000.00, and any other sums or obligations secured thereby
Recorded: April 21, 1995 as Instr. No. 87663
Grantor: TAMARACK ENERGY PARTNERSHIP (together with its successors and assigns "TEP"),
TAMARACK CO-GEN PARTNERS OF Idaho,
A California Limited Partnership dba
TAMARACK INVESTMENT PARTNERS, L.P.
(together with its successors and assigns the "Partnership");
EVERGREEN ENERGY, INC., an Idaho corporation
(together with its successors and assigns "EEI");
PV INVESTMENT, INC., an Idaho corporation
(together with its successors and assigns "PV")
(PV together with TEP, EEI and the Partnership, collectively called, and when the context so requires each individually called, the "Grantor")

Trustee: FIRST AMERICAN TITLE COMPANY OF Idaho, INC.,
an Idaho corporation

Beneficiary: FIRST SECURITY BANK OF Idaho, N.A.,
A national banking association (together with its successors and assigns and any successor trustee appointed pursuant to the Security Agreement

INSTRUMENT NO. 94548PAGE 17 OF 35INSTRUMENT NO. 95280PAGE 17 OF 36

15. TERMS, CONDITIONS AND RESERVATIONS as set forth in Right of way deeds granted to Pacific and Idaho Northern Railway, recorded in Book 2 of Deed at page 433 and Book 5 of Deeds at page 472.
16. Easements or claims of easement for ingress, egress and utilities which are not shown by the public records associated with any and all trailer homes located on the Property.
17. Discrepancies, conflicts in boundary lines, shortage in acres, encroachments or by any other facts which a correct survey would disclose, and which are not shown by the public records.
18. Rights of third parties in possession of trailer homes located on the Premises.

INSTRUMENT NO. 94546
PAGE 18 OF 35

INSTRUMENT NO. 95280
PAGE 18 OF 36

EXHIBIT C

Easement

INSTRUMENT NO. 94540
PAGE 19 OF 35INSTRUMENT NO. 95280
PAGE 19 OF 36**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered as of the 31st day of July, 1998, by and between **EVERGREEN FOREST PRODUCTS, INC.** ("EFP"), an Idaho corporation whose address is P.O. Drawer 11, New Meadows, Idaho 83654; and **TAMARACK MILL, LLC** ("Mill"), an Idaho limited liability company whose address is P.O. Box 340, Highway 12, Kooskia, Idaho 83539.

RECITALS:

A. EFP is the owner of certain real property in Adams County, Idaho, containing _____ (_____) acres, more or less, including contiguous parcels more particularly described on **Schedule "1"** ("Mill Site") and **Schedule "2"** ("Ranch Property") attached hereto.

B. Pursuant to a Warranty Deed and Reservation of Easement of even date herewith ("Deed"), EFP has conveyed the Mill Site to Mill, reserving unto EFP a perpetual, unobstructed, non-exclusive and relocatable right-of-way and easement ("Easement") for ingress, egress and utilities over, across and under that certain portion of the Mill Site more particularly described on **Schedule "3"** attached hereto, for the use and benefit of the Ranch Property.

C. This Agreement supplements the Easement reserved in the Deed and more particularly describes and defines the Easement and the respective rights and obligations of EFP and Mill with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**ARTICLE 1.
EASEMENT****1.1 ACKNOWLEDGEMENT AND ACCEPTANCE OF RESERVED EASEMENT.**

Mill, by these presents, hereby acknowledges that EFP has reserved the Easement in the Deed to the Mill Site; and Mill hereby accepts the Deed subject to such reserved Easement as supplemented, described and defined by the terms and conditions of the Easement set forth in this Agreement. The location of the Easement is generally detailed on the map marked **Schedule "4"** attached hereto. The Easement is necessary to provide access between Highway 95 and the Ranch Property.

1.2 TERMS AND CONDITIONS OF EASEMENT.

The Easement shall be subject to all of the following terms and conditions:

INSTRUMENT NO. 94540
PAGE 20 OF 35INSTRUMENT NO. 95280
PAGE 20 OF 36

(a) Servient Estate: The Mill Site more particularly described in Schedule "1" attached hereto.

(b) Dominant Estate: The Ranch Property more particularly described in Schedule "2" attached hereto.

(c) Scope of Easement: The Easement shall be a non-exclusive, unobstructed ingress/egress easement over and across, and a non-exclusive utility easement over, across and under, the Mill Site. The Easement shall run with such land for the benefit of the Dominant Estate and the owner(s) of the Dominant Estate and their representatives, agents, lessees, licensees and invitees and the invitees of said representatives, agents, lessees, licensees and invitees.

(1) The owner of the Servient Estate shall keep the Easement free of any obstruction. In particular (but without limitation), the owner of the Servient Estate shall not, without the prior written consent of the owner(s) of the Dominant Estate, construct or install, or permit the construction or installation of, any building, fence, gate or other improvement which encroaches on or obstructs the Easement or otherwise impairs or impedes unobstructed ingress and egress from Highway 95 to the Ranch Property.

(2) Mill and EFP acknowledge and agree that Mill now uses, and is entitled to continue to use, the Easement for access to the Mill Site for all purposes related to Mill's operation of its sawmill and related electricity cogeneration facility. The owner of the Servient Estate shall not permit vehicles to be parked on or within the Easement which materially interferes with EFP's use of the Easement.

(3) The Easement is presently improved as a graveled road. Either Mill or EFP shall have the right, at its own expense, to pave the Easement and/or to construct or install utilities, such as overhead or underground electric power, telephone and cable wires, and underground water, gas and sewer pipes (provided that the location of such utilities shall not impair or impede use of such Easement for access to or operation of the sawmill or the cogeneration facility located on the Mill Site or access to the Ranch Property) and to make other such improvements as are reasonably necessary to their respective use of Easement and are not inconsistent with the other terms of this Agreement.

(4) The Ranch Property is now used for ranching and logging operations and for recreational purposes. However, the Ranch Property could be subject to future subdivision or other development for other commercial, residential, recreational or other purposes. Without limitation of the scope of the Easement for purposes reasonably related to the uses to which the Ranch Property is now or may hereafter be devoted, the owner(s) of the Dominant Estate shall be entitled to use the Easement for ingress and egress by pedestrians and vehicles for all reasonable commercial, recreational or residential purposes incident to the present or future uses of the Ranch Property. Mill agrees that any change in use of the Ranch Property or change or expansion of the use of the Easement occasioned thereby shall not constitute an unreasonable increase in the burden on the Servient Estate. Provided, however, that in the event the Ranch Property

INSTRUMENT NO. 945-10
PAGE 21 OF 35INSTRUMENT NO. 45280
PAGE 21 OF 36

is subdivided or developed for commercial, residential, recreational or other purposes which interfere with Mill's use of the Easement or the operation of the sawmill or the cogeneration facility located on the Mill Site, Mill shall have the right to require EFP or its successors or assigns, at EFP's or its successor's or assign's sole cost and expense, to relocate the Easement to a more northerly location across the Mill Site reasonably approved by Mill and EFP.

(d) Term: The term of this Easement shall be perpetual, unless terminated jointly by Mill and EFP, or their successors, transferees and assigns.

(e) Maintenance of Easement: Mill shall maintain and repair the ingress/egress Easement and improvements which are existing on the Easement and all later changes and improvements thereto; provided however that, if in the future, there is a material increase in use of the Easement by the Dominant Estate, the costs of maintaining the Easement shall be borne pro rata by the Dominant Estate and the Servient Estate in proportion to the wear and tear attributable to their respective use of the Easement, and further provided that, in the event Mill requires the relocation of the Easement pursuant to Section 1.2(c)(4), EFP or its successors or assigns shall maintain and repair the relocated Easement and improvements thereon and all later changes and improvements thereto. Maintenance of any utility improvements, and any repairs to the ingress/egress improvements which are necessary as a result of maintenance of such utilities, shall be the responsibility of the party receiving the benefit of such utilities to the extent that such maintenance or repair duties are not assumed by a utility company.

(f) Location/Relocation of Easement: The Easement is currently located in that portion of the Mill Site more particularly described on **Schedule "3"**. EFP shall have the obligation to relocate the Easement pursuant to Section 1.2(c)(4); and EFP shall have the right to relocate the Easement, at its sole cost and expense, to a more northerly location across the Mill Site reasonably approved in writing by Mill. Mill shall have the right to relocate the Easement, at its sole expense, subject to compliance with the following conditions:

(1) Mill shall reconstruct, relocate or otherwise replace the then existing improvements and utilities on, under or over the Easement with improvements and utilities of comparable dimensions, materials and other construction specifications and in compliance with all applicable zoning and building code requirements.

(2) As relocated, the Easement shall provide comparable access to the Ranch Property from Highway 95; and during construction of the relocated Easement, Mill shall ensure continued access between Highway 95 and the Ranch Property as reasonably necessary and convenient for the then use of the Dominant Estate. Neither the relocation of the Easement nor the process of relocating the Easement shall materially impair or impede access from Highway 95 to the Ranch Property or materially inconvenience the owner(s) of the Dominant Estate.

(3) The relocated Easement shall be surveyed; the survey shall be recorded; and Mill shall execute, deliver and record an amendment to this Agreement which amends the legal description set forth in **Schedule "3"** of this Agreement and contains

INSTRUMENT NO. 9-1540
PAGE 22 OF 35INSTRUMENT NO. 95280
PAGE 22 OF 36

an acknowledgement by Mill that all other terms and conditions of this Agreement remain in full force and effect and apply to the relocated Easement.

(4) The terminus of the relocated Easement at the boundary between the Mill Site and the Ranch Property shall not be changed as a result of such relocation unless prior written consent is received from EFP.

(g) Dedication of Easement: If governmental approval of future development of the Ranch Property is conditioned on public right-of-way access, the owner of the Servient Estate shall have the right, subject to Mill's right to require relocation of the Easement pursuant to Section 1.2(c)(4) above, to dedicate the Easement to the appropriate governmental entity for the purpose of a public road right-of-way.

1.3 CONFLICTING PROVISIONS.

In the event of any conflict between the Easement reserved in the Deed and the provisions of this Agreement, the terms of this Agreement shall control.

ARTICLE 2. MISCELLANEOUS

2.1 RECITALS.

The above recitals are acknowledged to be true and correct and are incorporated herein as covenants and agreements of the parties to this Agreement.

2.2 BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and all persons acquiring any right, title and interest in the real properties described herein or any part thereof. This Agreement shall be disclosed to and be binding upon and inure to the benefit of any successor, assign, transferee, heir and/or personal representative of the parties hereto. The parties hereby agree that they shall, by specific reference in any subsequent deed executed by either party, make this Agreement binding upon any transferee, assignee, heir, assign or personal representative of the parties hereto and a covenant which shall run with their land.

2.3 COVENANT RUNNING WITH LAND.

The covenants, terms and provisions contained in this Agreement shall be a covenant which shall run with the Mill Site and the Ranch Property described respectively in **Schedules "1" and "2"** attached hereto, or any part thereof.

2.4 AUTHORITY.

The parties hereto represent, warrant and agree that they have full power and authority to enter into and to execute and deliver this Agreement and to incur and perform the obligations provided herein. No further consent or approval of any other person or public authority or

INSTRUMENT NO. 95280
PAGE 23 OF 36INSTRUMENT NO. 95280
PAGE 23 OF 36

regulatory body is required as a condition to the validity or enforceability of this Agreement or, if required, the same has been obtained.

2.5 REMEDIES.

The parties hereto covenant and agree each with the other that this Agreement shall be specifically enforceable because money damages may not be sufficient to redress the impairment of the Easement; provided that the rights and remedies provided in this Agreement or under applicable law shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to or as an alternative of such right or remedy. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

2.6 GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho now in effect and those hereafter adopted.

2.7 RECORDATION.

This Agreement shall be recorded in the real property records of Adams County, State of Idaho.

2.8 AMENDMENTS.

This Agreement shall not be modified by the parties hereto unless the modification be in writing, signed by the party to be charged and recorded as a public record in the real property records of Adams County, State of Idaho.

2.9 COMPLIANCE WITH LAWS.

Mill and the EFP agree to comply with all applicable federal, state and local laws, rules, regulations and orders of any governmental authority having jurisdiction over the Easement or the real property described in **Schedule "3"**.

2.10 TIME.

Time is of the essence of this Agreement and each and all provisions in which performance is a factor.

2.11 ATTORNEY'S FEES.

In the event of any suit or action to enforce the terms and provisions of this Agreement, including any action in any bankruptcy court proceeding, or on appeal from any state, federal or bankruptcy court proceeding, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees necessarily incurred in the enforcement of this Agreement.

INSTRUMENT NO. 94570
PAGE 24 OF 36INSTRUMENT NO. 95280
PAGE 24 OF 36**2.12 OTHER AGREEMENTS.**

This Agreement, and the Deed executed in connection herewith, are integrated and contain the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein or therein shall be of any force or effect, except to the extent that the same are contained in this Agreement or the Deed.

2.13 WAIVER.

A waiver by one party hereto of one or several defaults in performance of any provision of this Agreement to be performed by the other party hereto shall not be construed as being a waiver of such provision itself or any subsequent default in performance thereof or the provisions of this section.

2.14 LEGAL REPRESENTATION.

The parties hereto, and each of them, hereby represent, warrant and agree that they are, and have been, represented by counsel of their own choosing during any and all negotiations which have led to this Agreement, and that they have been fully advised concerning the effect of this Agreement and their obligations contained in this Agreement.

2.15 SCHEDULES.

The schedules attached hereto are hereby incorporated into this Agreement by this reference.

2.16 SUCCESSORS AND ASSIGNS.

All of the terms, provisions and conditions set forth in this Agreement shall be binding upon the heirs, personal representatives, transferees, successors and assigns of the parties hereto and upon all persons acquiring an interest therefrom.

2.17 COUNTERPARTS.

This Agreement may be executed by the parties in counterparts which, when taken together, shall constitute a fully executed, binding and enforceable Agreement.

IN WITNESS WHEREOF, Mill and EFP have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

MILL:

TAMARACK MILL, LLC

By _____
Robert Krogh, Sole Member/Manager

COPY

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

In Re SRBA)

Case No. 39576)

A. Subcase Number: 67-07598

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: State of Idaho,
Department of Lands
Address: 954 W. Jefferson
P. O. Box 83720
Boise, Idaho 83720-0050
Daytime Phone: (208) 334-0200

Name and Address of Attorney, if any:

Attorney Name: LAWRENCE G. WASDEN
Attorney General
CLIVE J. STRONG
Deputy Attorney General
Chief, Natural Resources Division
DAVID I. STANISH (ISB # 7310)
Deputy Attorney General
Attorney Address: Office of the Attorney General
Joe R. Williams Bldg.
700 W. State St., 2nd Floor
P.O. Box 44449
Boise, ID 83711-4449
Attorney Phone No. (208) 334-2400

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

Name: Tamarack Energy
Address: PO Box H
New Meadows, ID 83654

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

1. ☒ **Name and Address**
Should be: State of Idaho, Department of Lands, 954 West Jefferson St., P. O. Box 8372, Boise, ID 83720-0050 should be the owner or joint owner of this water right where the point of diversion and the place of use are both owned by the State of Idaho, Department of Lands, hereinafter "IDL."
2. ☐ **Source**
Should be: _____
3. ☐ **Quantity**
Should be: _____
4. ☐ **Priority Date**
Should be: _____
5. ☒ **Point of Diversion**
Should be: IDL owns the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 30, T19N, R01E, B.M.. It does not appear that the claimant has authorization to claim these lands as a point of diversion for this water right.
6. ☐ **Instream Flow Description**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: IDL owns the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 30, T19N, R01E, B.M.. It does not appear that the claimant has authorization to claim these lands as the place of use for this water right.

11. I object because:

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

E. REASONS SUPPORTING OBJECTION(S):

It does not appear that the claimant has authorization to claim these state lands as a point of diversion or place of use of this water right.

Attached hereto is a map that shows the land owned by IDL and the water right claimed by the claimant.

F.

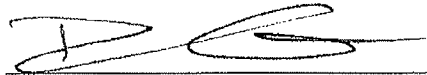
VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

DAVID I. STANISH, Deputy Attorney General, duly sworn, upon oath, deposes and says:

That the State of Idaho, Department of Lands, in its proprietary capacity is filing this objection and that I am a Deputy Attorney General authorized to represent the State of Idaho, Department of Lands, which is a party/claimant in this proceeding, as defined by I.C. § 42-1401A(1) and (7), and I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

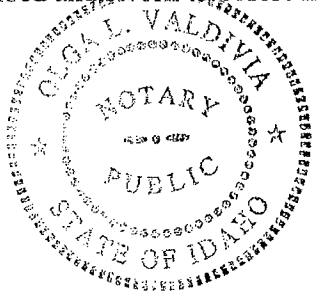
LAWRENCE G. WASDEN
Attorney General
CLIVE J. STRONG
Deputy Attorney General
Chief, Natural Resources Division
DAVID I. STANISH
Deputy Attorney General



By Attorney signing in representative capacity

Subscribed and sworn to before me on: August 21, 2007

(Insert Date)





Notary Public for IDAHO
Residing at: BOISE, ID
My commission expires: 2/8/2012

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on August 21, 2007 I caused the original and the copies of this objection, including all attachments, to be served on the following persons by the method designated:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
Twin Falls, Idaho 83303

FEDERAL EXPRESS

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

Tamarack Energy
PO Box H
New Meadows, ID 83654

U.S. MAIL

3. Copies to:

State of Idaho,
Department of Lands
954 W. Jefferson
P. O. Box 83720
Boise, ID 83720-0050

STATEHOUSE MAIL

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

STATEHOUSE MAIL

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

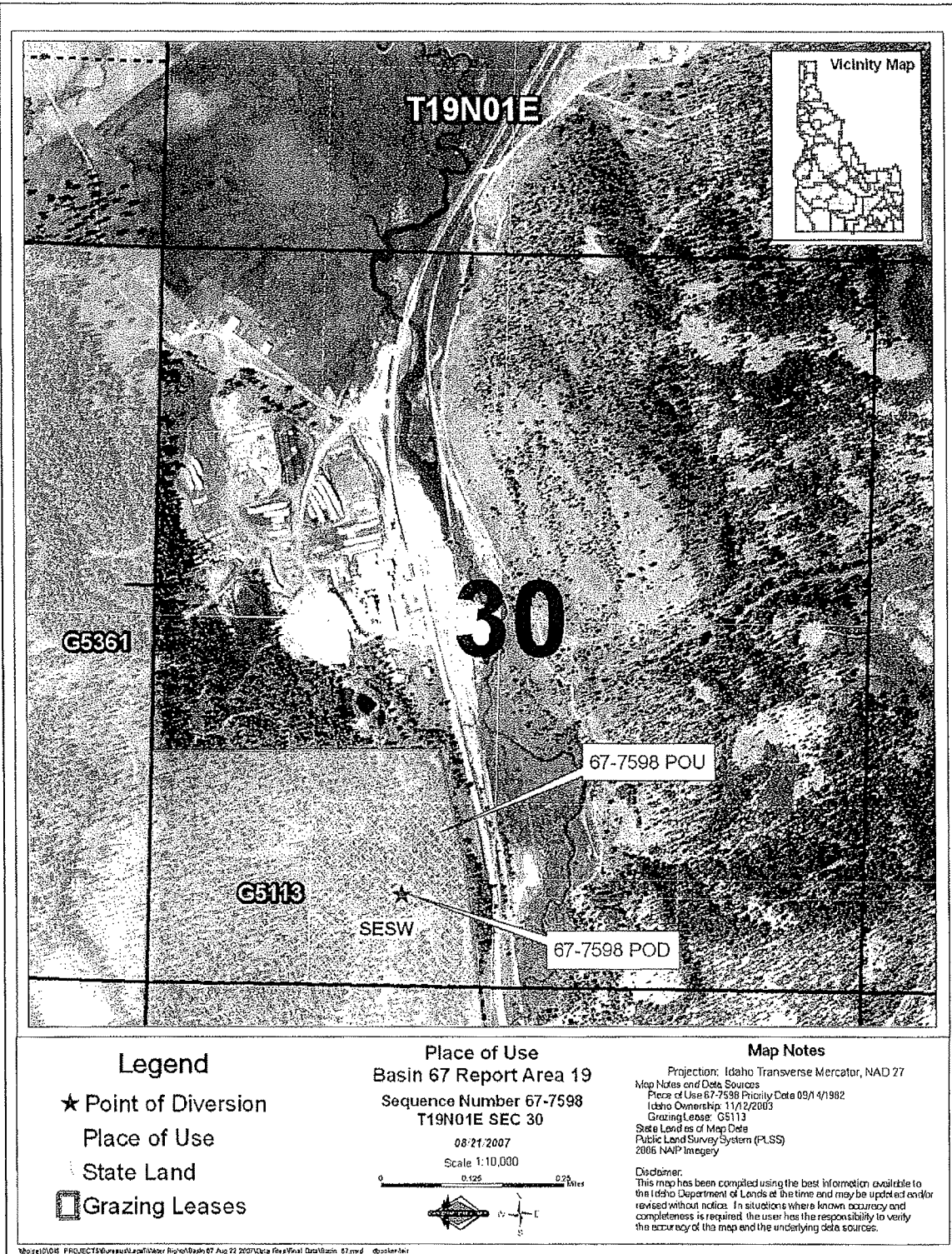
U.S. MAIL

Chief of Natural Resource Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83711-4449

(not applicable)



Signature of Objector or attorney
Mailing on Objector's behalf



RECEIVED

DEC 03 1999

WATER RESOURCES
WESTERN REGION

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A67-07598

Date Received: 12/3/99

Receipt No: W025957

Received By: RL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TAMARACK ENERGY
Address: PO BOX H
NEW MEADOWS ID 83654

2. Date of Priority: SEP 14, 1982

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
19N	01E	30	SE	SW			ADAMS

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
INDUSTRIAL	01/01	12/31	0.700		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
19N	01E	30	SE	SW		INDUST	

11. Place of use in counties: ADAMS

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

SCANNED
APR 14 2004

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

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 L do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Organizations:

I do solemnly swear or affirm that I am VICE-PRESIDENT of
Title

TAMARACK ENERGY PARTNERSHIP, that I have signed the foregoing
Organization

document in the space below as VICE-PRESIDENT of
Title

TAMARACK ENERGY PARTNERSHIP and that the statements contained in the
Organization

foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

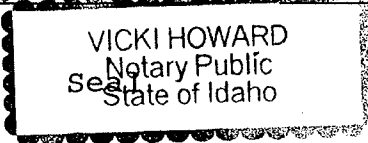
VICE-PRESIDENT TAMARACK ENERGY P.S.
Title and Organization

11-29-99
Date

State of Idaho)
) SS.
County of Adams)

Subscribed and sworn (or affirmed) before me this 29th day

of November 19 99



Vicki Howard
Notary Public

Residing at New Meadows, ID

My Commission Expires 11-10-04

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

WATER RIGHT NUMBER: 67-7598 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TAMARACK ENERGY PO BOX H NEW MEADOWS, ID 83654

Priority Date: 09/14/1982

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
INDUSTRIAL	01/01 to 12/31	0.700 CFS	
	<u>Total Diversion:</u>	0.700 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4	Sec. 30, Twp 19N, Rge 01E, B.M.
ADAMS County		

Place of Use

INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	01E	30												X					

Conditions of Approval:

1. C18 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.
2. R09 Return water shall be treated to insure that the effluent meets Idaho Water Quality Standards.
3. A01 This right is conditioned upon completion of the appropriation in accordance with the statutory procedure for appropriation of water rights. This right remains subject to all conditions set forth in the permit upon which this right is based, and will be subject to all conditions set forth in the license issued by IDWR upon completion of the statutory appropriation process.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

Comments:

1. mvanbussum 11/30/2006 Transfer 69332

Comment: After speaking with Water Rights Supervisor Carter Fritschle, it is decided to recommend this as licensed and allow the transfer to update the recommendation later.

2. mvanbussum 9/21/2007 Objection

Comment: Per objection, portion of POU on State of Idaho land in 19N 1E Sec 30 SESW. Purpose is industrial, so reviewer pulled out QQ and did not assign POU according to taxlot. Changed recommended POU to be Tamarack Mill taxlot within SESW.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	11/30/2006 5:37:35 PM	mvanbussum			Active
Priority Date	11/30/2006 5:37:51 PM	mvanbussum			Active
POD	11/30/2006 5:38:01 PM	mvanbussum			Active
Source	11/30/2006 5:40:09 PM	mvanbussum			Active
POU	11/30/2006 5:40:21 PM	mvanbussum			Active
Use	11/30/2006 5:41:10 PM	mvanbussum			Active
Season	11/30/2006 5:41:29 PM	mvanbussum			Active
Quantity	11/30/2006 5:41:51 PM	mvanbussum			Active
Summary			11/30/2006	mvanbussum	Active
Priority Date	12/2/2006 3:05:34 PM	mvanbussum			Active
POD	12/2/2006 3:06:09 PM	mvanbussum			Active
POU	12/2/2006 3:06:11 PM	mvanbussum			Active
Season	12/2/2006 3:06:12 PM	mvanbussum			Active
Source	12/2/2006 3:06:12 PM	mvanbussum			Active
Use	12/2/2006 3:06:12 PM	mvanbussum			Active
Quantity	12/2/2006 3:06:13 PM	mvanbussum			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Source	11/30/2006 5:40:13 PM	mvanbussum	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	11/30/2006 5:40:25 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
Use	11/30/2006 5:41:14 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
POU	11/30/2006 5:41:03 PM	mvanbussum	Updated shape for Active POU
Season	11/30/2006 5:41:33 PM	mvanbussum	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (No) 14. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POD	11/30/2006 5:39:57 PM	mvanbussum	Updated shape
Contacts	11/30/2006 5:37:39 PM	mvanbussum	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop review.
POD	11/30/2006 5:38:05 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

General	11/30/2006 5:37:54 PM	mvanbussum	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
Quantity	11/30/2006 5:41:55 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Summary	11/30/2006 5:42:19 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
Summary	11/13/2006 2:13:39 PM	cfritsch	Bulk Copy
General	12/2/2006 3:06:46 PM	mvanbussum	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (Yes) 7. Is the basis of claim a Application or Permit? (No) 10a. Has proof of beneficial use been submitted? (No) 10e. Will the license be issued prior to filing the Directors Report? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

POD	12/2/2006 3:07:22 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License?
POU	12/2/2006 3:07:23 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required?
Source	12/2/2006 3:07:24 PM	mvanbussum	(No) 1. Is the basis of claim Decree or License?
Use	12/2/2006 3:07:24 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License?
Season	12/2/2006 3:07:25 PM	mvanbussum	(No) 1. Is the basis of claim Decree or License?
Quantity	12/2/2006 3:07:25 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License?

SubCase:

SubCase Number: 67-7598

Class: 1

SF5 Filed Date:

Special Master Recom Signed Date:

Attorney Assigned:

Adjudication Agent: mvanbussum

Basis of Claim: License

Date Filed: 8/21/2007 Objection Status: Active

Water Supply Bank:

12/05/2006

NOTICE OF ERROR
REPLY

RECEIVED
DEC 08 2006

DEPARTMENT OF
WATER RESOURCES

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: December 13, 2006

Water right number: 67-7598

TAMARACK ENERGY
PO BOX H
NEW MEADOWS ID 83654

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

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

DATE: 12-07-06 SIGNATURE: [Signature]
Please print your name: Mark to Krogh

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED
DEC 11 2006

12/02/2006

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

RIGHT NUMBER: 67-7598

NAME AND ADDRESS: TAMARACK ENERGY
PO BOX H
NEW MEADOWS ID 83654

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.700 CFS

PRIORITY DATE: 09/14/1982

POINT OF DIVERSION:

T19N R01E S30 SESW Within ADAMS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

INDUSTRIAL

01/01 12/31

0.700 CFS

Return water shall be treated to insure that the effluent meets Idaho Water Quality Standards.

PLACE OF USE: INDUSTRIAL in ADAMS County

T19N R01E S30 SESW

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.

This right is conditioned upon completion of the appropriation in accordance with the statutory procedure for appropriation of water rights. This right remains subject to all conditions set forth in the permit upon which this right is based, and will be subject to all conditions set forth in the license issued by IDWR upon completion of the statutory appropriation process.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



Idaho Department of Water Resources

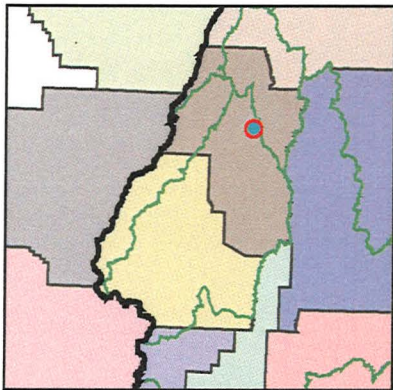
SRBA Recommendation:

67-7598

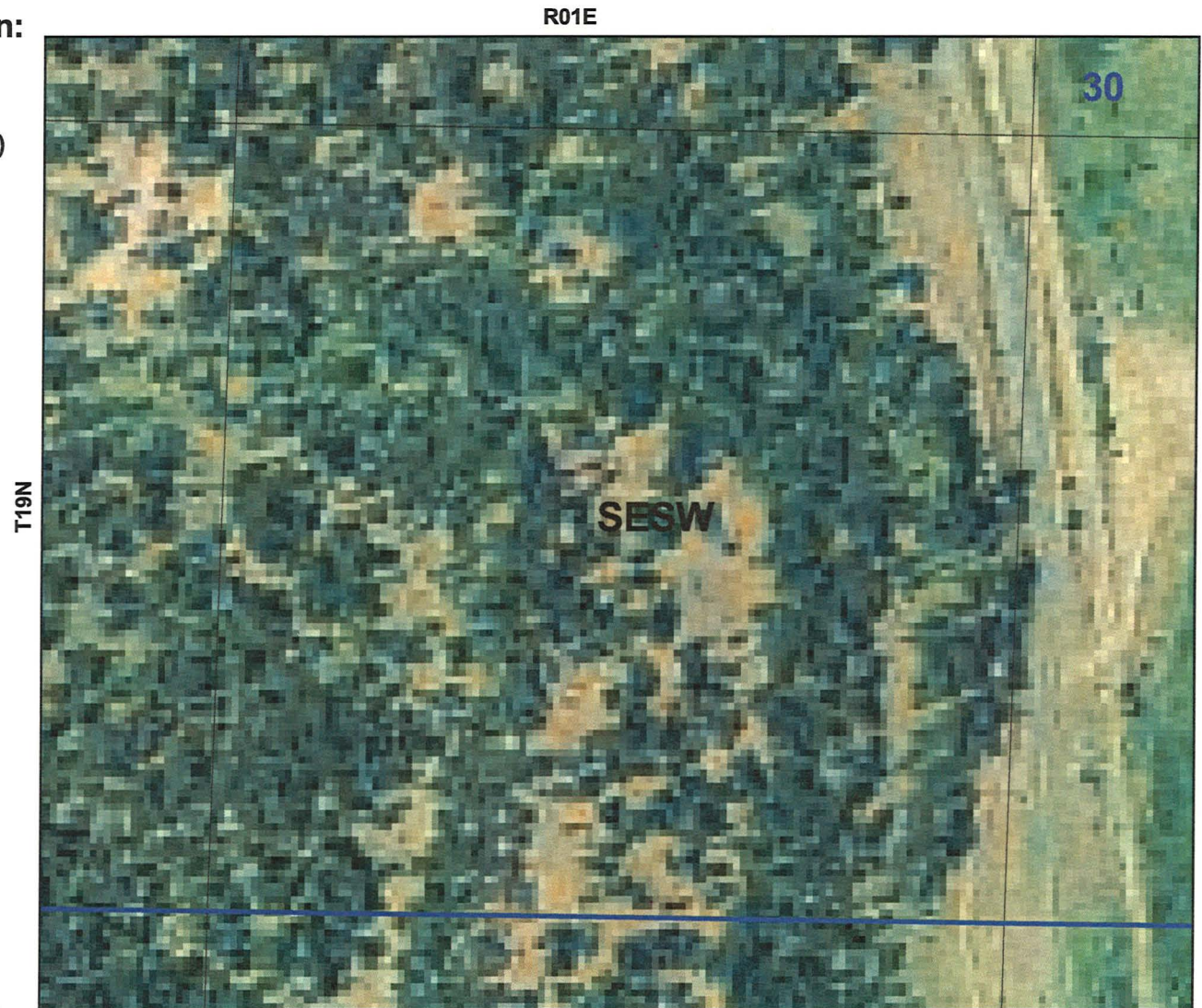
(Water Use: _____)

Legend

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



Adams County
IDWR Basin 67



0 0.1 0.2 Miles



Prepared by IDWR State Office
On Saturday, December 2, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

WATER RIGHT NUMBER: 67-7598 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TAMARACK ENERGY PO BOX H NEW MEADOWS, ID 83654

Priority Date: 09/14/1982

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
INDUSTRIAL	01/01 to 12/31	0.700 CFS	
	<u>Total Diversion:</u>	0.700 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4	Sec. 30, Twp 19N, Rge 01E, B.M.
ADAMS County		

Place of Use

INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
19N	01E	30												X					

Conditions of Approval:

1. C18 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.
2. R09 Return water shall be treated to insure that the effluent meets Idaho Water Quality Standards.
3. A01 This right is conditioned upon completion of the appropriation in accordance with the statutory procedure for appropriation of water rights. This right remains subject to all conditions set forth in the permit upon which this right is based, and will be subject to all conditions set forth in the license issued by IDWR upon completion of the statutory appropriation process.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

Comments:

1. mvanbussum 11/30/2006 Transfer 69332

Comment: After speaking with Water Rights Supervisor Carter Fritschle, it is decided to recommend this as licensed and allow the transfer to update the recommendation later.

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	11/30/2006 5:37:35 PM	mvanbussum			Active
Priority Date	11/30/2006 5:37:51 PM	mvanbussum			Active
POD	11/30/2006 5:38:01 PM	mvanbussum			Active
Source	11/30/2006 5:40:09 PM	mvanbussum			Active
POU	11/30/2006 5:40:21 PM	mvanbussum			Active
Use	11/30/2006 5:41:10 PM	mvanbussum			Active
Season	11/30/2006 5:41:29 PM	mvanbussum			Active
Quantity	11/30/2006 5:41:51 PM	mvanbussum			Active
Summary			11/30/2006	mvanbussum	Active
Priority Date	12/2/2006 3:05:34 PM	mvanbussum			Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Source	11/30/2006 5:40:13 PM	mvanbussum	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

POU	11/30/2006 5:40:25 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
Use	11/30/2006 5:41:14 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
POU	11/30/2006 5:41:03 PM	mvanbussum	Updated shape for Active POU
Season	11/30/2006 5:41:33 PM	mvanbussum	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (No) 14. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POD	11/30/2006 5:39:57 PM	mvanbussum	Updated shape
Contacts	11/30/2006 5:37:39 PM	mvanbussum	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop review.
POD	11/30/2006 5:38:05 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
General	11/30/2006 5:37:54 PM	mvanbussum	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7598 V1

Quantity	11/30/2006 5:41:55 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Summary	11/30/2006 5:42:19 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
Summary	11/13/2006 2:13:39 PM	cfritsch	Bulk Copy
General	12/2/2006 3:06:46 PM	mvanbussum	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (Yes) 7. Is the basis of claim a Application or Permit? (No) 10a. Has proof of beneficial use been submitted? (No) 10e. Will the license be issued prior to filing the Directors Report? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

Water Supply Bank:

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 67-7598 Priority September 14, 1982 Amount 0.70 cfs

THIS IS TO CERTIFY, that Tamarack Energy
of Boise, Idaho, has complied with the terms and conditions of Permit
No. 67-7598 issued pursuant to Application for Permit dated September 14, 1982,
and has submitted proof to the Department of Water Resources on February 15, 1983,
that he has applied water to a beneficial use, an examination by the Department indicates that the works have a
capacity for the diversion of 0.70 cfs of water from a groundwater source,
tributary to _____ and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Industrial</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.70</u> cfs and	<u>N/A</u>
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 0.70 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed

N/A acre feet per year, said waters to be diverted within the SE 1/4 Section 30,
Twp 19N, Rge 1E in the County of Adams

Description and location of place of use:

Twp.	Range	Sec.	NE 1/4								SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
19N	1E	30													

Total number of acres irrigated _____

MICROFILMED

MICROFILMED

[illegible]

(Include distance from pump to measuring device, if applicable.)

Point(s) of diversion: ✓ SFSW 80030 T194 R1E

Place(s) of Use

[illegible]☒ None☐ Other

John X Moyer

Date 5/9/83

DBS

Date 6/21/83

K. Walker

Date 10/30/85

MICROFILMED

*Tamarack Mills, LLC
dba Evergreen Forests*
DRAWER H • NEW MEADOWS • IDAHO 83654
PHONE (208) 347-2111

RECEIVED

DEC 03 1999

WATER RESOURCES
WESTERN REGION

November 29, 1999

Idaho Department of Water Resources
Attn: Mr. Mel Schulte
2735 Airport Way
Boise, Idaho 83705

Dear Mr. Schulte:

Enclosed please find applications to file water rights and checks in the appropriate amounts to cover the filing fees for the following entities:

A67-04131 - \$50.00

Evergreen Forest Products, Inc.
3555 Hwy 95 Tamarack
P.O. Box H
New Meadows, Idaho 83654

President – Robert Hitchcock
Vice President – Todd Hitchcock
Secretary/Treasurer – Elaine Hitchcock

A67-07598 - \$120.00

Tamarack Energy Partnership
3555 Hwy 95 Tamarack
P.O. Box H
New Meadows, Idaho 83654

Managing Partner: Evergreen Energy, Inc.
President – Robert Krogh
Vice President – Todd Hitchcock
Vice President – Robert Hitchcock

A67-07274 & A67-04088 - \$331.00

Tamarack Mills, LLC
dba Evergreen Forests
3555 Hwy 95 Tamarack
P.O. Box H
New Meadows, Idaho 83654

Manager – Robert Krogh
Agent – Todd Hitchcock
Agent – Robert Hitchcock

If you have any further questions please don't hesitate to call at 208-347-2111.

Sincerely,



Todd Hitchcock

SCANNED
APR 14 2004