

MAR 15 2021

IDAHO DEPARTMENT OF
WATER RESOURCES

Form No. 42-1409-2 (Internet 7/17)

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

Claim ID: 31-12509

Date Received: _____

Receipt No: _____

Claim Fee: _____ By: _____

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) Hagenbarth Livestock Phone (406) 490-1341
Mailing address 9700 Schoolhouse Road Glen Montana Zip 59732
Street or Box City State
Email address (optional) _____
- Date of priority: (Only one per claim) July/01/1949 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other (✓) (a) West Dry Creek
which is tributary to (b) Dry Creek
- Location of point of diversion is: Township 14 N, Range 39 E, Section 24,
SE 1/4 of SE 1/4, or Govt. Lot _____ BM, County of Clark;
Parcel no. _____
Additional points of diversion, if any: ISB-SESESE Section 24, 14N, 39E - ISE- SWNWNW Section 9, 14N, 39E
If available, GPS coordinates: ISB-44°31'6.53"N, 111°48'0.22"W - ISE- 44°28'16.52"N, 111°45'29.80"W
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
Livestock drinking from stream starting at head of West Dry Creek to its confluence with Dry Creek
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For Stockwater purposes from 07/01 to 09/30 amount .02 cfs (✓) or AFY ()
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed .02 cfs (✓) or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
750 cattle, 1000 sheep, 10 horses

9. Location of place of use is: Township 14 N, Range 39 E, Section 24,
SE 1/4 of SE 1/4, Govt. Lot _____ BM, Parcel no. _____
If different than shown in Item 4
for (check one) **Domestic** () **Stock** () **Domestic and Stock** ()

Additional places of use, if any See POU Attachment 1 for complete list

10. In which county(ies) are lands listed above as place of use located? Clark

11. Do you own the property listed above as place of use? Yes () No (✓)
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
31-11279, (21-11501-filed in wrong basin) or None ()

13. Remarks (include an explanation of the priority date selected):
See Remarks-Att 2 for explanation of Priority dates, Chain of Title for permits and base property with document backup from D.V. Hagenbarth to Hagenbarth Livestock. See Atts A,A(1-5),B, C,D,E,F,G,H, & maps I&J.

14. Basis of claim (check one) **Beneficial Use** (✓) **Posted Notice** () **License** () **Permit** () **Decree** ()
Court _____ Decree Date _____ Plaintiff v. Defendant _____
If applicable provide IDWR Water Right Number _____

15. **Signature(s)**

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

Number of attachments: 17

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s) _____ Date: _____
_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Claimant's Representative _____ of Hagenbarth Livestock,
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent James F. Hagenbarth Date 3-9-21

Printed Name of Authorized Agent James F. Hagenbarth

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) Hagenbarth Livestock

Claim ID 31-12507

Additional Places of Use
31-12507
Instream Stockwater Use-West Dry Creek
Hagenbarth Livestock
Attachment 1

14N,40E

Section 19 SWSW

Section 30 NWNW, NENW, SENW, SWNE, NWSE, SESE

Section 31 NENE, SENE

Section 32 NWSW, SESW

13N,40E

Section 5 NWNW, NENW, SWNW, SENW, NESW, NWSE, SWSE, SESE

Section 8 NENE

Section 9 NWNW

REMARKS
Attachment 2
31-12507
WATER RIGHT FILINGS ON USFS LANDS IN IDAHO
Hagenbarth Livestock
James F. Hagenbarth, Representative
Information on USFS Allotments, Grazing Permits, Base Property, Chain of Title,
Priority Dates

As the representative of Hagenbarth Livestock, I, James F. Hagenbarth, am responsible for filing Deferred De Minimis Stockwater Use Claims in the Snake River Basin Adjudication claiming stockwater rights on the High Five Cattle and Horse Allotment, located in the Ashton/Island Park Ranger District of the Caribou-Targhee National Forest, Clark County, Idaho. The documents below substantiate the beneficial use of surface water rising on or flowing across USFS lands permitted to the claimant and used by livestock authorized by the USFS on the High Five C&H Allotment.

Attachment A- Chain of title from D.V. Hagenbarth to Hagenbarth Livestock owned by John M. Hagenbarth. A(1) is a decree of distribution from D.V. Hagenbarth to Margaret, David J. and James F. Hagenbarth Document # 28499 on 12-3-1971, A(2) is a Bill Of Sale dated 11-17-72 transferring all chattels of every type, including livestock, from Margaret, David J. and James F. Hagenbarth to Hagenbarth Livestock, a newly formed corporation, and A(3) is a Deed of Distribution dated 11-19-2004 transferring all land from Margaret Hagenbarth estate to David J. and James F. Hagenbarth Document # 050903, A(4) is a Corrective Deed dated 1-29-2013 referring to transfer of land owned in Idaho by David J. and James F. Hagenbarth to Hagenbarth Idaho Land LP Document # 55133 and A(5) is a Purchase Agreement dated 1-1-2016 transferring all shares of Hagenbarth Livestock common stock to John Hagenbarth. John M. Hagenbarth is a shareholder in Hagenbarth Idaho Land LP which owns the base property. These attachments are the legal instruments that substantiate a contiguous linkage of USFS grazing permits and base property ownership being used by the claimant to establish the priority dates claimed and linkage of title to D.V. Hagenbarth, the original appropriator and Permittee. These documents also substantiate that no water rights were severed from the base land and the class of livestock historically putting stockwater to beneficial use were cattle, sheep and the horses used in management of the livestock on the allotments.

Attachment B- The earliest grazing permit of record I could find under the name of D.V. Hagenbarth which would establish a priority date of **July 1, 1949** of stockwater sources being put to beneficial use in the East Dry Creek, and East and West Sheridan Allotments.

Attachment C- The earliest grazing permit I could find under the name of D.V. Hagenbarth which would establish a priority date of July 1, 1959 of stockwater sources being put to beneficial use in the West Dry Creek and Howard Creek Allotments. Note the description of allotments boundaries and that the Howard Creek allotment includes water in Taylor Creek.

Attachment D- This Bill of Collection in 1971 in the name of D.V. Hagenbarth is the last record of sheep numbers permitted on the 5 allotments that were combined to form the High Five C&H Allotment.

Attachment E- This is the first Grazing Permit issued for Hagenbarth Livestock for cattle use on the High Five C&H Allotment. This permit was issued in 1973 after Hagenbarth Livestock was formed in 1972.

Attachment F- This ten year term grazing permit issued in May of 2006 identifies the 16,178 acres of private, BLM and State land used as base property for this permit. In 2006 the signatory for the stockholders of Hagenbarth Livestock was James F. Hagenbarth.

Attachment G- This ten year term grazing permit issued in March of 2016 designates 38 acres as base property for the Hagenbarth Livestock term grazing permit for the High Five C&H Allotment. The signatory on this permit is John M. Hagenbarth reflecting his purchase of Hagenbarth Livestock on January 1, 2016 as identified in Attachment A(5) above.

Attachment H- Bill for Collection for 2020 use on High Five C&S Allotment by Hagenbarth Livestock.

Attachment I- Map of High Five C&S Allotment

Attachment J- Water claim map

CHAIN OF TITLE

Attachment A
31-12507

D. V. Hagenbarth to Margaret Hagenbarth, David J., and
James F. Hagenbarth Microfilm No. 28499 12-3-1971

Margaret Hagenbarth, David J., and James F
Hagenbarth to Hagenbarth Livestock - Bill of Sale 11-17-72

Margaret Hagenbarth Estate to David J. and James F. Hagenbarth
Document #050903 11-19-2004

Corrective Deed transferring land from David J. and James F.
Hagenbarth to Hagenbarth Idaho Land LP Document # 55133
1-29-2013

Shareholders of Hagenbarth Livestock to John M. Hagenbarth
Sale and Purchase Agreement 1-1-2016

Recorded Documents can be found at the Clark County, Idaho Clerk
and Records office and sales documents as permanent files in the
Hagenbarth Management office in Dillon, Montana



RALPH L. ALBAUGH
 67 ALBAUGH, BLOOM, SMITH & BIKER
 Fourth Floor, Robert Annex Building
 370 1/2 B Street
 P. O. Box 428
 Idaho Falls, Idaho 83401
 (208) 522-6297

Attorneys for _____

MILDRED MCCLURE
 Presiding Magistrate

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
 OF IDAHO, IN AND FOR THE COUNTY OF CLARK
 MAGISTRATE'S DIVISION
 Before MILDRED MCCLURE, Presiding Magistrate

IN THE MATTER OF THE ESTATE) Case No. 31-12507
 OF) DECREE OF FINAL SETTLEMENT,
 DAVID V. HAGENBARTH, Deceased) DISTRIBUTION AND DISCHARGE

MARGARET HAGENBARTH, Executrix of the Last Will and Testa-
 ment of DAVID V. HAGENBARTH, Deceased, having rendered to this Court
 and filed herein her first and final account and report of her ad-
 ministration of said Estate, and having filed therewith her petition
 for the distribution of the residue of said Estate and for her dis-
 charge as such Executrix, and said account, report and petition this
 day coming on regularly to be heard, proof having been made to the
 satisfaction of the Court that due and legal notice of the time and
 place for the settlement of said account and the hearing of said pe-
 tition has been given, in the manner, and for the time heretofore
 ordered and directed by the Court, and in all respects as is by law
 required, and

It appearing to the Court that on or about the 28th day of
 November, 1970, DAVID V. HAGENBARTH died, testate, at Idaho Falls,
 Bonneville County, State of Idaho; and that he was, at the time of
 his death, a resident of the County of Clark, State of Idaho; that,
 subsequently, by an order of this Court, the Last Will and Testament
 of said Deceased was duly admitted to probate and the said MARGARET
 HAGENBARTH was appointed as the Executrix thereof, that she duly qual-
 ified as such and letters testamentary were issued to her, and she
 entered upon the duties of administering said Estate, and ever since

ATTACHMENT A(1) 31-12507





has continued to administer the same; and

It further appearing that said final account and report is, in all respects, true and correct; that due and legal notice to creditors has been given herein, and a decree of due notice to creditors has been entered by the Court, and that the time for presentation of claims against said Estate has expired; that all claims against said Estate, all expenses of the burial of said Deceased and of the last illness of said Deceased, all taxes due from said Estate, except the Federal Estate Taxes, and all of the expenses of the administration of said Estate have been fully paid; that this Court has heretofore made and entered its order fixing and computing the transfer and inheritance taxes due from said Estate to the State of Idaho, which said taxes have been fully paid; that this Court has heretofore made and entered its order fixing the market value of the property of said Estate, and that said Estate is ready for final distribution and settlement, and in condition to be closed; and

It further appearing that said Deceased died testate, leaving in the State of Idaho the real and personal property described in the inventory and appraisal on file herein, and that he left surviving him as his only heirs at law, devisees and legatees his wife, MARGARET HAGENBARTH, and his son, DAVID J. HAGENBARTH, and his son, JAMES F. HAGENBARTH, and that under the terms and conditions of said Last Will and Testament of said Deceased, the said Estate was devised and bequeathed as follows:

- (a) To MARGARET HAGENBARTH, one-half (1/2) of all the separate property.
- (b) To DAVID J. HAGENBARTH, one-fourth (1/4) of all of Decedent's property, both community and separate, of every kind, nature and description.
- (c) To JAMES F. HAGENBARTH, one-fourth (1/4) of all of Decedent's property, both community and separate, of every kind, nature and description.

- (d) To MARGARET HAGENBARTH, a one-half (1/2) interest in her own right as a member of the marital community of all the community property of Decedent and his surviving wife; and

It further appearing that the 1,600 ton of hay set forth in the inventory and appraisement has been fed to livestock since Decedent's death; that 1,076 calves shown in the inventory and appraisement have been sold and the money paid to the Montana Livestock Production Credit Association, which held a security agreement on said calves and which company has been financing the activities of the Estate since the death of Decedent, pursuant to the order of this Court heretofore made herein; and the 3,976 lambs shown in the inventory and appraisement herein have been sold since the death of Decedent, and the proceeds of the sale of said lambs have, likewise, been paid to the Montana Livestock Production Credit Association, which held a security agreement on said lambs;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the first and final account and report of the Executrix of the Last Will and Testament of DAVID V. HAGENBARTH, Deceased, be, and the same is hereby settled, allowed and approved.

2. That the separate property of the said Estate, consisting of the real property described in Exhibit "A" hereto annexed and by reference made a part hereof, be, and the same hereby is distributed as follows:

- (a) To MARGARET HAGENBARTH, the surviving wife of Decedent, a one-half (1/2) interest therein and thereto.
- (b) To DAVID J. HAGENBARTH, a one-fourth (1/4) interest therein and thereto.
- (c) To JAMES F. HAGENBARTH, a one-fourth (1/4) interest therein and thereto.

3. That the community real and personal property described in Exhibit "B" hereto annexed and by reference made a part hereof, be, and the same hereby is distributed as follows:

- (a) To MARGARET HAGENBARTH, a one-half (1/2) interest in her own right as a member of the marital community consisting of said Deceased and the said MARGARET HAGENBARTH.

D. V. Hagenbarth Estate

SEPARATE PROPERTY

CLARK COUNTY, IDAHO:

<u>TWP.</u>	<u>RGE.</u>	<u>SEC.</u>	<u>DESCRIPTION</u>
12	39	4	E $\frac{1}{2}$ SE $\frac{1}{4}$
13	38	24	SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$
13	36	34	N $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$
13	39	6	SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
13	39	13	SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
13	39	13	SW $\frac{1}{4}$ SW $\frac{1}{4}$
13	39	14	E $\frac{1}{2}$ SW $\frac{1}{4}$
13	39	14	S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$
13	39	14	W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
13	39	23	NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$
12	38	21	N $\frac{1}{2}$ SE $\frac{1}{4}$
13	40	21	Lots 6 & 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$
		28	N $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$
		17	SW $\frac{1}{4}$ NW $\frac{1}{4}$
		18	NE $\frac{1}{2}$ NE $\frac{1}{4}$
12	36	24	SE $\frac{1}{2}$ SW $\frac{1}{4}$
		25	NE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
		35	S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$
12	37	20	SW $\frac{1}{2}$ SE $\frac{1}{4}$
11	36	2	N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{2}$ NE $\frac{1}{4}$
		3	NE $\frac{1}{2}$ NE $\frac{1}{4}$
12	36	23	SW $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
		24	SW $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
		25	W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$
		26	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$
12	37	19	Lot 4, SE $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
		20	SE $\frac{1}{2}$ SE $\frac{1}{4}$
		29	S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$
		30	E $\frac{1}{2}$ E $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{4}$, NW $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 4
		31	N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{4}$, Lots 1, 2, 4 SE $\frac{1}{4}$
		32	N $\frac{1}{2}$ NE $\frac{1}{4}$
11	36	2	SW $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
		3	S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$
		10	NE $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{2}$ NW $\frac{1}{4}$
		11	NW $\frac{1}{2}$ NW $\frac{1}{4}$
11	37	2	Lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
12	38	14	N $\frac{1}{2}$ S $\frac{1}{2}$
13	38	21	N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$
		22	NW $\frac{1}{2}$ NW $\frac{1}{4}$
13	39	14	NW $\frac{1}{2}$
12	37	29	N $\frac{1}{2}$ NW $\frac{1}{4}$

Beginning at a point from which the corner common to Sections 7-18-12 and 13 of the Township 13 North, Ranges 36 and 37, EBM bears North 80°28' West 21.02 chains as Corner No. 1; thence South 89°11' East 40.00 chains; thence South 0°43' West 40.00 chains; thence North 89°12' West 40.00 chains; thence North 0°43' East 40.00 chains to point of beginning located in Section 18, Township 13 North, Range 37, EBM, containing 160 acres, within the Targhee National Forest

H.E. Survey No. 442, embracing a portion of approximately Section 1, Township 13 North, Range 38, EBM, Idaho more particularly described as follows: Beginning at Corner No. 1, identical with the SW Corner to Section 6, Township 13 North, Range 39, EBM; thence North 89°25' West 3.32 chains to Corner No. 2; thence North 0°9' East 30.07 chains to Corner No. 3; thence North 89°14' East 3.32 chains to Corner No. 4; thence South 0°9' West 30.12 chains to Corner No. 1, to the place of beginning, containing 9.99 acres

D. V. Hagenbarth Estate

Separate Property cont'd.:

Beginning at a point South 79°29' East 2631.7 feet and South 25°33' East 884 feet from the Northwest corner of Section 23, Township 12 North, Range 36 EBM; thence South 25°33' East 50 feet; thence North 64°27' East 120 feet; thence North 25°33' West 50 feet; thence South 64°27' West 120 feet to point of beginning, being a parcel of land sometimes referred to as Lot 2 of the district or area commonly known as the Original Townsite of Spencer, Clark County, Idaho

Beginning at the Quarter Corner between Section 7, Township 13 North, Range 37 EBM, and Section 12, Township 13 North, Range 36 EBM, as Corner No. 1, thence North 0°56' East 9.88 chains; thence East 6.36 chains; thence South 39.51 chains; thence West 7.00 chains; thence North 0°56' East 29.66 chains to the point of beginning in Section 7, Township 13 North, Range 37, EBM

Beginning at a point from which Corner No. 3 of the tract of land last above described bears West .50 chains; thence East 13.70 chains; thence South 0°44' West 39.50 chains; thence West 13.21 chains; thence North 39.51 chains to point of beginning, Section 7, Township 13 North, Range 37 EBM

Beginning at a point from which the Quarter Corner common to Section 12, Township 13 North, Range 36 EBM and Section 7, Township 13 North, Range 37 EBM bears North 80°28' West 20.83 chains; thence South 88°55' East 40.06 chains; thence South 1°10' West 39.84 chains; thence North 89°11' West 39.80 chains; thence North 0°44' East 40 chains to place of beginning, all in Sections 7 and 18, Township 13 North, Range 37, EBM

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section 21 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 12 North, Range 38, EBM

The SW $\frac{1}{4}$ NW $\frac{1}{4}$, the N $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 and the E $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, all in Township 13 North, Range 38, EBM

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14, Township 13 North, Range 39, EBM

The S $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the N $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 12, Township 13 North, Range 36, EBM

The N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, all in Township 13 North, Range 39, EBM

That portion of NE $\frac{1}{4}$ lying South and East of Spring Creek, and the SE $\frac{1}{4}$ of Section 24, Township 12 North, Range 37, EBM

W $\frac{1}{4}$ of Lot 1, all of Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, and W $\frac{1}{4}$ E $\frac{1}{4}$ SE $\frac{1}{4}$, Section 2, E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, NW $\frac{1}{4}$ N $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, W $\frac{1}{4}$ W $\frac{1}{4}$ of Section 17; that portion of Lots 3 & 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South and East of Spring Creek in Section 18, E $\frac{1}{4}$ and E $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, N $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1 & 2, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$ and Lot 3 of Section 19, S $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, N $\frac{1}{4}$, and N $\frac{1}{4}$ S $\frac{1}{4}$ of Section 22, NW $\frac{1}{4}$ of Section 23, all in Township 12 North, Range 38 EBM

D. V. Hagenbarth Estate

Separate Property cont'd.

S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 35, and S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 36, all in Township 13 North, Range 38, EBM

SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 12 North, Range 36, EBM

NW $\frac{1}{4}$, SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 11, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, and N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24, all in Township 13 North, Range 39, EBM

SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 10, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 1 of Section 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 3, 4 & 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22, the W $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Lots 1, 2, 3 and S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, all in Township Thirteen (13) North, Range 40, EBM

E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 6, Township 13 North, Range 41, EBM

W $\frac{1}{2}$ Section 23, Township 13 North, Range 36, EBM

S $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 3, Lots 4, 5 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 6, all in Township 13 North, Range 39, EBM

SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 12 North, Range 38, EBM

Comprising approximately 13,551 acres of sage
brush grazing land @\$18.50 per acre - \$250,693.50

Comprising approximately 747 acres of dry
farm land @\$70.00 per acre - 52,290.00

Comprising approximately 467 acres of dry
farm hay land @\$70.00 per acre - 32,690.00

Total value of separate land \$335,673.50

SUBJECT TO a Mortgage to John Hancock
Mutual Life Insurance Company in the
amount of

214,232.65

Real
Net value of Separate/Property

\$121,440.85

D. V. Hagenbarth Estate

COMMUNITY PROPERTY

<u>TWP.</u>	<u>RGE.</u>	<u>SEC.</u>	<u>DESCRIPTION</u>
12	37	20	S $\frac{1}{2}$ SW $\frac{1}{4}$
12	38	21	All that part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the Spencer Kilgore Highway
12	38	14	SE $\frac{1}{4}$ SE $\frac{1}{4}$
12	38	23	That portion of NW $\frac{1}{4}$ lying North and West of State Highway 22
12	38	14	S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
		15	SE $\frac{1}{4}$ SE $\frac{1}{4}$
10	36	8	NE $\frac{1}{4}$ SW $\frac{1}{4}$
10	36	7	E $\frac{1}{2}$ E $\frac{1}{2}$
		18	E $\frac{1}{2}$ E $\frac{1}{2}$
		19	E $\frac{1}{2}$ NE $\frac{1}{4}$
		8	E $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
		9	W $\frac{1}{2}$
		17	All
		20	N $\frac{1}{2}$
		21	W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
			Excepting the land situated West of U.S. Highway 91, and excepting land lying East of OSLRR r-of-w, and excepting NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and easement recorded in Book 11 of Deeds, Page 377
12	38	23	That portion of NW $\frac{1}{4}$ lying North and West of State Highway 22
			Lot 38, Orig. Townsite of Village of Spencer
13	38	25	E $\frac{1}{2}$ SW $\frac{1}{4}$
13	38	25	E $\frac{1}{2}$
13	38	36	W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
13	38	36	W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
13	40	11	SW $\frac{1}{4}$ SE $\frac{1}{4}$
13	41	7	Lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$
13	41	6	S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
13	41	11	N $\frac{1}{2}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
13	42	15	S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
13	42	9	SW $\frac{1}{4}$ SW $\frac{1}{4}$
13	42	8	SE $\frac{1}{4}$ SE $\frac{1}{4}$
		7	SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
		6	S $\frac{1}{2}$ Lot 5, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$, Lot 9 North of Road
		27	NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
		21	All
		22	W $\frac{1}{2}$
		16	S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Beginning at a point 689 feet West from the South Quarter Corner of Section 32, Township 13 North, Range 39, EDM; thence North 332 feet from center of the road right-of-way; thence West 308.3 feet; thence South 331.2 feet to the center line of the road right-of-way; thence East 308.3 feet to the point of beginning, less existing road right-of-way, containing approximately 2.35 acres, of the value of

S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 36, Township 7 North, Range 35, EBM; that portion of NE $\frac{1}{4}$ of Section 35, Township 7 North, Range 35, EBM, lying South of the center line of Camas Creek; that portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 36, Township 7 North, Range 35, EBM, lying North and West of Hamer-Tarretton Road; Beginning at a point that is East along the Section line 1330.4 feet and South 754.5 feet from the NW Corner of Section 36, Township 7 North, Range 35, EBM, said point being on the South bank of Camas Creek; thence running South 2°26' East 377.8 feet, more or less, to the North line of the Hamer-Mud Lake Road; thence North 53°07' East along the North line of the Hamer-Mud Lake Road 534 feet; thence North 36°53' West 205 feet, more or less, to the South bank of Camas Creek; thence following the South Bank of Camas Creek in a Westerly direction 380 feet, more or less, to the point of beginning; All that part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 36, Township 7 North, Range 35, EBM, lying South and West of the Holley Water Canal; All that part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 36, Township 7 North, Range 35, EBM, lying North of the Hamer-Mud Lake Road right-of-way and South of Camas Creek EXCEPTING THEREFROM, beginning at a point 190 feet North of the SW Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 36, being the intersection of the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 36, and the North line of the Hamer-Mud Lake Road, and thence 1364 feet in a Northeasterly direction along the North line of the Hamer-Mud Lake Road to the true point of beginning; thence 200 feet in a Northeasterly direction along the North line of the Hamer-Mud Lake Road; thence 7 feet in a Northwesterly direction to the South Bank of Camas Creek; thence in a Southwesterly direction following the South Bank of Camas Creek a distance of 200 feet, more or less; thence in a Southeasterly direction a distance of 72 feet, more or less, to the point of beginning. ALSO EXCEPTING THEREFROM, beginning at a point that is East along the Section line 1330.4 feet and South 754.5 feet from the NW Corner of said Section 36, said point being on the South Bank of Camas Creek; thence running South 2°26' East 377.8 feet, more or less, to the North line of the Hamer-Mud Lake Road; thence North 53°07' East along the North line of the Hamer-Mud Lake Road 534 feet; thence North 36°53' West 205 feet, more or less, to the South Bank of Camas Creek; thence following the South Bank of Camas Creek in a Westerly direction 380 feet, more or less, to the point of beginning, comprising approximately 100 acres of sage brush grazing land with improvements thereon of the value of

Kilgore Feed Lots and improvements;

D. V. Hagenbarth Estate

COMMUNITY PERSONAL PROPERTY

All cash on hand and money in banks

79 Shares of Monsanto Chemical Stock
14 Shares of Standard of New Jersey Stock
88 Shares of General Electric Stock
Shares in Hagenbarth Investment Company
Household furniture
4,951 Shares Montana Livestock Production Credit
Association Stock

1 1959 International Truck
1 1970 GMC Pickup
1 D-4 Caterpillar Tractor
1 Hay Chopper
1 Old International Tractor
1 Model 190 AC Tractor
2 Horses
1 1967 Chevolet Sedan automobile
Debenture of Park View Acres
Promissory Note of Hagenbarth Investment Company,
dated 3/10/65, with accrued interest at the rate of
4% per annum

28499

FILED FOR RECORD AT 25 MINUTES PAST
9 Dec 7 DAY OF
MIC 28499
By *G. B. Bule*
10:00 Deputy
FBI FILED MICRMD INDXD PLAT

- (b) To DAVID J. HAGENBARTH, one-half (1/2) of Decedent's share of all community property, or one-fourth (1/4) of the whole of said community property.
- (c) To JAMES F. HAGENBARTH, one-half (1/2) of Decedent's share of all community property, or one-fourth (1/4) of the whole of said community property.

4. That any and all unknown property, or property not herein described, in which the Decedent or said Estate has any interest is hereby distributed as follows:

- (a) To MARGARET HAGENBARTH, one-half (1/2) thereof.
- (b) To DAVID J. HAGENBARTH, one-fourth (1/4) thereof.
- (c) To JAMES F. HAGENBARTH, one-fourth (1/4) thereof.

5. That the said MARGARET HAGENBARTH be, and she is hereby discharged as such Executrix, and that she be, and she is hereby relieved of all further liability hereunder.

6. That said Estate be, and it is hereby finally settled and closed.

BY THE COURT this 3rd day of December, 1971.


MAGISTRATE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARGARET HAGENBARTH, DAVID J. HAGENBARTH and JAMES F. HAGENBARTH, for a valuable consideration, receipt whereof is hereby acknowledged, do hereby sell, transfer, set over and assign unto HAGENBARTH LIVESTOCK, a corporation, all of the undersigned's right, title, estate and interest in and to the following property:

All chattels of every type and character comprising the assets of the undersigned doing business under the name and style of Hagenbarth Livestock, a co-partnership, including but not limited to all farm machinery and equipment, motor vehicles, leases, permits and licenses, hay, solvent credits, brands, and all livestock branded 2 or W.

DATED this 17th day of November, 1972.

/s/ MARGARET HAGENBARTH

/s/ DAVID J. HAGENBARTH

/s/ JAMES F. HAGENBARTH

I hereby certify that the within document is a true and correct copy of a Bill of Sale in the official records of HAGENBARTH LIVESTOCK, a corporation, which records are in my official custody as the duly elected and acting Secretary of said corporation.

David J. Hagenbarth
David J. Hagenbarth, Secretary

ATTACHMENT A(2) 31-12507

**PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION**

THIS INDENTURE is made this 19 day of November, 2004, between David J. Hagenbarth and James F. Hagenbarth, Co-Personal Representatives of the Estate of Margaret Hagenbarth, the "Grantor", and David J. Hagenbarth and James F. Hagenbarth, each as his sole and separate property, whose mailing address is c/o David Hagenbarth, P. O. Box 1128, Dillon, Montana, 59725, the "Grantee".

WHEREAS, Grantor is the duly appointed and acting personal representative of the Estate of Margaret Hagenbarth, deceased; and

WHEREAS, Grantee is entitled to receive distribution of the Estate's interest in the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Margaret Hagenbarth, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the Estate's interest in that certain parcel of land, situate, lying and being in Clark County, Idaho, and more particularly described as follows:

See the Attached Legal Descriptions

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

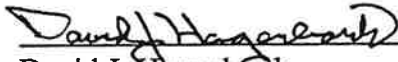
SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

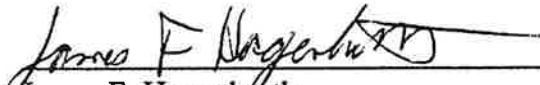
TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural. The property distributed hereunder shall be the sole and separate property of the Grantee and the income thereon shall be the sole and separate property of the Grantee.

ATTACHMENT A(3) 31-12507

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.


 David J. Hagenbarth
 Personal Representative

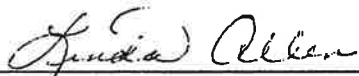

 James F. Hagenbarth
 Personal Representative

STATE OF MONTANA)
)ss.
 County of Beauregard)

On the 19th day of November, 2004, before me, the undersigned, a notary public in and for said State, personally appeared David J. Hagenbarth known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of Margaret Hagenbarth and acknowledged to me that he executed the same as such Co-Personal Representative.

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

(seal)


 Notary Public for Montana
 Residing at: Dillon, Montana
 My Commission Expires: July 16, 2008

STATE OF MONTANA)
)ss.
 County of Bearhead)

On the 19th day of November, 2004, before me, the undersigned, a notary public in and for said State, personally appeared James F. Hagenbarth known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of Margaret Hagenbarth and acknowledged to me that he executed the same as such Co-Personal Representative.

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

(seal)

Linda Allen
 Notary Public for Montana
 Residing at: Dillon, MT 59735
 My Commission Expires: July 16, 2008

G:\WPDATA\GLM\2555-005\deed.distribution.wpd:as

Hagenbarth Ranch

Legal Description

Idaho Unit

7	10 N	36 E	That part of the E1/2E1/2E1/2 east of Old Highway 91	71
8	10 N	36 E	All less Tax 1	638.49
9	10 N	36 E	Tax 1	33.13
17	10 N	36 E	All west of Interstate 15	581.82
18	10 N	36 E	E1/2E1/2E1/2East of Old Highway 91	71
19	10 N	36 E	E1/2NE1/4NE1/4 East of Old Highway 91 East of R/W	10
20	10 N	36 E	N1/2 West of I-15 and east of Old Highway 91	252
19	12 N	37 E	That part of Lot 4 lying north of the Spencer-Kilgore Road, S1/2SE1/4, SE1/4SW1/4	130.25
20	12 N	37 E	That portion of the S1/2S1/2 lying south of the Spencer-Kilgore Road and that portion of the S1/2SW1/4 lying north of the Spencer-Kilgore Road	150.7
24	12 Nv	37 E	NE1/4SE1/4, that portion of the NE1/4 lying south and east of Spring Creek	64.13
29	12 N	37 E	W1/2 except SE1/4SW1/4, SW1/4SE1/4	320
30	12 N	37 E	E1/2E1/2, NW1/4NE1/4, E1/2E1/2W1/2	280
31	12 N	37 E	N1/2NE1/4, E1/2E1/2W1/2, SE1/4	320
32	12 N	37 E	N1/2NE1/4	80
2	12 N	38 E	1 Ac N1/2NE1/4NE1/4	1
2	12 N	38 E	W1/2 Lot 1, W1/2SE1/4NE1/4, Lot 2, SW1/4NE1/4, S1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, W1/2E1/2SE1/4	315.26
11	12 N	38 E	NE1/4NE1/4, S1/2NE1/4, NE1/4SE1/4	160
12	12 N	38 E	W1/2 less SW1/4SW1/4	280

Section	Twtnshp	Range	Legal	050903	Total Acres
13	12 N	38 E	SW1/4NW1/4		40
14	12 N	38 E	S1/2		320
15	12 N	38 E	SE1/4SW1/4, SE1/4		200
17	12 N	38 E	W1/2W1/2		160
18	12 N	38 E	E1/2, E1/2SW1/4, & those portions of the SE1/4NW1/4, Lots 2, 3, and 4 which lie south and east of Spring Creek		490.16
19	12 N	38 E	~~NE1/4, NW1/4, & those portions of lots 2 and 3 which lie north of the Spencer-Kilgore Road~~ See attached revision,		419.04
20	12 N	38 E	S1/2NE1/4, NW1/4, N1/2S1/2, SW1/4SE1/4		440
21	12 N	38 E	NE1/4NE1/4, S1/2NW1/4, SW1/4, that portion of SE1/4 lying north of the Spencer-Kilgore Road		344.8
22	12 N	38 E	That part lying north and west of Highway 22		274
23	12 N	38 E	That part of the NW1/4 lying north and west of Highway 22		10
4	12 N	39	E1/2SE1/4		80
25	13 N	38 E	E1/2, E1/2SW1/4		400
35	13 N	38 E	S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4		360
36	13 N	38 E	S1/2SW1/4, SE1/4, W1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, W1/2NW1/4, NW1/4SW1/4		560
11	13 N	39 E	W1/2, W1/2SE1/4		400
13	13 N	39 E	N1/2NE1/4, NE1/4NW1/4, SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4		280
14	13 N	39 E	All less SW1/4SW1/4		600
23	13 N	39 E	N1/2NE1/4, NE1/4NW1/4		120
24	13 N	39 E	N1/2NW1/4		80
32	13 N	39 E	Tax 1		2.35
10	13 N	40 E	SE1/4SW1/4, SE1/4 less 12 acres Highway 22		200

Section	Twنشp	Range	Legal	050903	Total Acres
11	13 N	40 E	All that part of th NW1/4SW1/4 lying south of the Yale Kilgore Road, NE1/4SW1/4, S1/2SW1/4, SE1/4		305.42
12	13 N	40 E	W1/2NE1/4SW1/4, NW1/4SW1/4, NW1/4SW1/4SW1/4		70
14	13 N	40 E	N1/2N1/2NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SW1/4		240
15	13 N	40 E	N1/2NE1/4, NE1/4SE1/4		120
17	13 N	40 E	SW1/4NW1/4		40
18	13 N	40 E	N1/2NE1/4, Lot 1		120.5
21	13 N	40 E	SW1/4NE1/4, Lots 3, 4, 5, 6 and 7, SE1/4NW1/4, E1/2SW1/4, SE1/4		514.36
22	13 N	40 E	S1/2SW1/4		80
23	13 N	40 E	NW1/4SW1/4, S1/2SW1/4		120
26	13 N	40 E	N1/2NW1/4, SW1/4NW1/4		120
27	13 N	40 E	E1/2NE1/4, NW1/4NE1/4, NW1/4, NW1/4SW1/4		320
28	13 N	40 E	N1/2, N1/2SW1/4		400
29	13 N	40 E	Lots 1, 2 and 3, SE1/4NW1/4, S1/2NE1/4, NE1/4SE1/4		280
6	13 N	41 E	Lots 1, 2, S1/2NE1/4, SE1/4		318.8
7	13 N	41 E	Lot 1, NE1/4NW1/4 less parcel # 2412 and those portions of Lot 2 and the SE1/4NW1/4 which lie North of the Kilgore Road		132.22

The legal description for Parcel 2412 is as follows:

A portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 7, Township 13 North, Range 41 E.B.M., Clark County, Idaho, described as:

Beginning at a point that is E. along the N. Section line 1132 feet from the NW corner of said Section 7, and running thence E. 528 feet; thence S. 1056 feet; thence W. 528 feet; thence N. 1056 feet to the point of beginning.

CORRECTED DESCRIPTION
Distribution of Margaret Hagenbarth Estate

Section 19 , 12 North 38 East

N1/2NE1/4, SW1/4NE1/4, E1/2NW1/4, Lots 1 and 2, and those portions of Lot 3,
NE1/4SW1/4 and the N1/2SE1/4 which lie north of the Spencer-Kilgore Road.

Microfilm No. 050903
6 Day Dec. 20 04
At 11:15 O'Clock A M
CONNIE S. OWEN
Clark Co. Recorder
Fee \$ 21-
Becky Nordstrom Deputy
Recorded at Request of
Holden, Kidwell

Megan K. Marty
Crowley Fleck PLLP
PO Box 2529
Billings, MT 59103-2529

Instrument # 55133

DUBOIS, CLARK, IDAHO

1-29-2013 10:43:56 No. of Pages: 4

Recorded for : D. HAGANBARTH

VELVET KILLIAN

Ex-Officio Recorder Deputy

Index to: CORRECTION DEED

Fee: 19.00

CORRECTIVE DEED

This instrument is executed this 29 day of January, 2013, by the undersigned, David J. Hagenbarth and James F. Hagenbarth, with mailing address of 126 South Montana Street, P.O. Box 1128, Dillon, Montana 59725 (collectively, the "Grantors").

The purpose of this Corrective Deed is to amend in its entirety the legal description that was set forth in the conveyance from the undersigned unto Hagenbarth Land Idaho LP, a Montana limited partnership, with mailing address of 126 South Montana Street, P.O. Box 1128, Dillon, Montana 59725 (the "Grantee"), by that certain Deed dated December 20, 2012, and recorded on December 28, 2012 in the office of the Clerk and Recorder of Clark County, Idaho, as Instrument No. 55099 (the "Original Deed"), to be effective as of the date and time the Original Deed was recorded.

Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby release, remise and forever quitclaim unto Grantee, and unto its successors and assigns, forever, the real property described on the attached Exhibit A, along with all (a) buildings, fixtures and other improvements on said real property, (b) water rights appurtenant or related to said real property, (c) mineral interests underlying said real property, (d) other tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, (e) assignable title insurance policies and rights under title insurance policies affecting title to said real property, and (f) legal warranties (of title and otherwise) with respect to said real property, with full substitution and subrogation in and to all rights and actions of warranty which the Grantors or their predecessors have or may have against any prior owners or vendors of said real property and for any part thereof.

To have and to hold unto the Grantee, and its successors and assigns, forever. This instrument is intended to convey all interests in said real property, now owned or hereafter acquired.

ATTACHMENT A(4) 31-12507

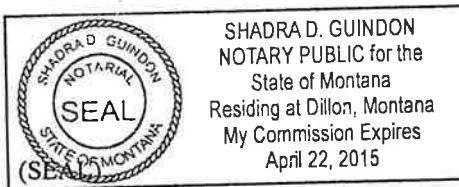
The undersigned have executed this instrument this 29 day of January, 2013.

David J. Hagenbarth
David J. Hagenbarth

James F. Hagenbarth
James F. Hagenbarth

STATE OF MONTANA)
 : ss.
County of Beaverhead)

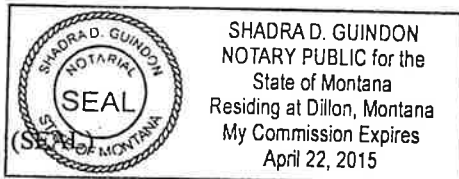
This instrument was signed and acknowledged before me on January 27th, 2013 by David J. Hagenbarth.



Shadrad D. Guindon
Print Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires _____

STATE OF MONTANA)
 : ss.
County of Beaverhead)

This instrument was signed and acknowledged before me on January 27th, 2013 by James F. Hagenbarth.



Shadrad D. Guindon
Print Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires _____

EXHIBIT A

Township 10 North, Range 36 East, Clark County, Idaho

- Section 6: Lots 2, 3, 4, 5, and 6; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; also all that portion of Lot 1 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ lying west of Old US Highway 91.
- Section 7: Part E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ East of Old HWY 91
- Section 8: All less Tax 1
- Section 9: Tax 1 (Part west I-15)
- Section 17: All west of I-15
- Section 18: E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ East of Old Hwy 91
- Section 19: E $\frac{1}{2}$ NE $\frac{1}{4}$ East of Old Hwy 91
- Section 20: N $\frac{1}{2}$ West of I-15 and East of Old Hwy 91

Township 12 North, Range 37 East, Clark County, Idaho

- Section 24: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Part of NE East of Spring Creek

Township 12 North, Range 38 East, Clark County, Idaho

- Section 1: Lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
- Section 2: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ (1 acre), W $\frac{1}{2}$ Lot 1, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ less 1 acre in N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 12: W $\frac{1}{2}$ Except SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 14: S $\frac{1}{2}$
- Section 15: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 17: W $\frac{1}{2}$ W $\frac{1}{2}$
- Section 18: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and those portions of Lots 2, 3, 4 & SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of Spring Creek
- Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 & 2, Portions of Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$, & N $\frac{1}{2}$ SE $\frac{1}{4}$ Lying North of the Spencer-Kilgore Road
- Section 20: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 21: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Parts of SW $\frac{1}{4}$ & SE $\frac{1}{4}$ Lying North of the Spencer-Kilgore Road
- Section 22: That part lying North & West of the Spencer-Kilgore Road
- Section 23: That part lying North of Spencer-Kilgore Road

Township 13 North, Range 38 East, Clark County, Idaho

- Section 25: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 36: S $\frac{1}{2}$ SW, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 13 North, Range 39 East, Clark County, Idaho

- Section 11: $W\frac{1}{2}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 13: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 14: All except $SW\frac{1}{4}SW\frac{1}{4}$ and $NE\frac{1}{4}NE\frac{1}{4}$
Section 23: $NE\frac{1}{4}NE\frac{1}{4}$
Section 24: $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$

Township 13 North, Range 40 East, Clark County, Idaho

- Section 10: That part of the $SE\frac{1}{4}SW\frac{1}{4}$ south of Route A2, that part of the $SE\frac{1}{4}$ south of Route A2 less 12 acres Hwy A2
Section 11: All of $NW\frac{1}{4}SW\frac{1}{4}$ South of Hwy A2, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 12: $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$
Section 14: $N\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 15: $N\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 21: $SW\frac{1}{4}NE\frac{1}{4}$, Lots 3 through 7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $S\frac{1}{2}SW\frac{1}{4}$
Section 23: $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Section 26: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 27: $E\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 29: Lots 1, 2, 3, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

SALE AND PURCHASE AGREEMENT INSTALLMENT CONTRACT

THIS AGREEMENT is made this 1st day of January, 2016, by and between the shareholders of **Hagenbarth Livestock**, Dillon, Montana as set forth below, and hereinafter referred to as SELLERS, and **John M. Hagenbarth**, of Dillon, Montana, referred to as BUYER.

1. AGREEMENT TO SELL AND PURCHASE

SELLERS, in consideration of the mutual promises and the payments herein set forth, agree to sell and BUYER agrees to buy the following shares of Hagenbarth Livestock common stock:

James F. Hagenbarth	647
David J. Hagenbarth	2,588
Marcus J. Hagenbarth	825
Jessica Carrick-Hagenbarth	1,678
Katherine A. Layne	1,449

2. PURCHASE PRICE

BUYER agrees to pay SELLERS the sum set forth and attached hereto as Exhibit "A" and made a specific part of this Agreement.

The purchase price, plus interest on said balance at the rate of three percent (3.0%) per annum (interest to be charged from the date of this agreement and applied to the declining principal balance as the same may exist from year to year) shall be paid by BUYER to SELLER with a minimum payment of One Hundred Fifty Thousand Dollars (\$150,000.00) per year, with a first payment commencing December 1, 2016, and with a similar payment on the same day of each and every year thereafter until the entire balance, plus interest, shall have been fully paid. The above mentioned yearly payment shall include both principal and interest and each payment shall be applied first to accrued interest with the balance to principal then remaining. It is the intention of the parties that this contract will amortize in a period of fifteen (15) years from the date of this agreement with renegotiation of a final payment schedule, if any remaining amount is due and owing.

BUYER shall have the right to pay part or all of the unpaid balance due at any time without penalty or interest, except as otherwise provided in any underlying obligation. Any payments made in addition to the required yearly payments shall not relieve BUYER of the obligation to make the subsequent regular yearly payment when the same are due and payable.

BUYER shall execute a promissory note for the purchase price accepting and confirming the debt and payment obligations with and to SELLERS.

3. SHARE TRANSFER

SELLERS share/stock transfers shall be made immediately by each SELLER ASSIGNING the shares/stocks to BUYER as agreed in paragraph 1 above. In the event BUYER defaults on his obligation, an accounting shall be taken as to the value of

shares that have not been paid for by BUYER. The accounting shall occur within sixty (60) days of default, and the corresponding amount of shares/stocks shall be automatically re-issued to SELLERS and BUYERS share/stock ownership shall be adjusted accordingly.

4. ASSIGNABILITY OF INTEREST

BUYER shall not sell, assign, transfer or in any way encumber or convey all or any part of BUYER'S interest in and to this agreement or the stock shares involved herein, without the prior written consent of each SELLER.

5. WAIVER

Time is of the essence of each provision of this agreement. Any indulgence or forbearance granted by SELLERS to BUYER upon any breach of this agreement by BUYER shall not be construed as a waiver by SELLERS of any other or subsequent breach, nor shall indulgence by SELLERS in extending the time of performance in any given instance be construed as a waiver of the provision that time is of the essence as to any other or subsequent breach or breaches.

6. DEFAULT

Failure of BUYER to perform any of BUYER'S obligations under this agreement shall constitute a default. Should any default by BUYER continue for One Hundred Eighty (180) days, SELLERS may, at SELLERS option, give BUYER written notice of the default or defaults claimed. If all such defaults are not cured within ninety (90) days after the service of said notice, or the balance remaining due under the agreement is not paid in full, then, without further notice of any kind, SELLERS may at his option, elect any one of the following alternatives in addition to paragraph 3 above. Each alternative shall entitle SELLERS to receive a reasonable attorney's fee from BUYER.

ALTERNATIVE I: SELLERS may declare the balance remaining unpaid under this agreement to be immediately due and payable and take any lawful action to collect said sums.

ALTERNATIVE II: SELLERS may declare this agreement immediately terminated. SELLERS shall thereupon be fully revested with all right, title and interest in and to the shares/stocks of Hagenbarth Livestock and entitled to immediate possession thereof. All payments theretofore made by BUYER may be retained by SELLERS for reasonable compensation and as reasonable reimbursement to SELLERS, and for SELLER'S time, trouble and expenses. If BUYER fails to surrender possession, BUYER shall be guilty of unlawful detainer and liable for the full damages allowed by law.

7. NOTICE OF DEFAULT

The notice of default shall be sufficient for all purposes if the default or defaults claimed are described in general terms and the notice signed by any one of the parties herein referred to as SELLERS or by such parties' attorney. Any one of such parties, without the concurrence of any others, shall have the right to elect one of the

alternatives above described in the event of default. Notice of default or any other notice hereunder shall be deemed complete when personally served upon any one of the parties referred to hereunder as BUYER or when deposited in the United States mails as Registered or Certified mail with postage prepaid and directed to John M. Hagenbarth at his current address.

8. LATE PAYMENT PENALTY AND DEFAULT PENALTY

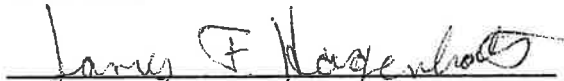
Should it become necessary for SELLERS to give BUYER written notice of the BUYER'S breach of any of the terms and conditions of this Installment Contract as above provided, then BUYER shall pay an additional sum adequate to cover SELLER'S actual costs of giving said written notice, including attorney's fees and expenses; said sum to be paid at the time BUYER corrects the breach specified in said written notice, or the breach shall not be considered corrected until so paid.

No modification or alteration of this Contract shall be valid unless evidenced by a writing signed by the parties hereto.

This Installment Contract shall be binding upon the heirs and personal representatives of the parties hereto as well as any assignee approved by SELLERS in writing as set forth above in paragraph 4.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above mentioned.

SELLER:


James F. Hagenbarth

BUYER:


John M. Hagenbarth

SELLER:


David J. Hagenbarth

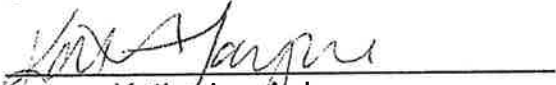
SELLER:


Marcus J. Hagenbarth

SELLER:


Jessica Carrick-Hagenbarth

SELLER:


Katherine A. Layne

GRAZING PERMIT

On Account of Private Land



Mr. D. V. Hagenbarth (Name of permittee)
Spencer, Idaho (Post-office address)
April 4, 1949 (Date)

hereinafter called the permittee, is hereby authorized to graze livestock upon lands owned or controlled by the United States within the Targhee National Forest, under the following conditions and requirements:

1. Description of Range: The animals shall be grazed upon the area described as follows, or delineated on the attached map, which is a part of this permit:

EAST DRY CREEK: All of the west slope of Dry Creek between the Forest boundary and the Divide, except the area between the upper forks. It also includes the Headquarters Hollow drainage.

EAST SHERIDAN: Beginning at the Forest boundary on the ridge between Sheridan and Kick Creeks, thence north to the forks of Sheridan Creek, across to ridge between the two west and east forks of Sheridan Creek, north to Continental Divide, thence east along this divide to the ridge between Howard and Sheridan Creeks, thence south along this ridge to the Forest Boundary and place of beginning.

WEST SHERIDAN: All of the Kick and Mud Creek drainages and West Sheridan from the forks west and north to the Continental Divide.

2. Description of Permitted Use:

Number of Livestock	Kind of Livestock	PERIOD		Allotment
		From—	To—	
750	Sheep	7/1	8/31	East Dry Creek East & West Sheridan

also to lamb head of ewes from to on (Name of range)

3. This permit is based upon the statements made in the permittee's grazing application dated April 4, 1949. It includes the conditions and requirements outlined on the reverse side hereof.

Chas. R. [Signature]
 Forest Supervisor.

ATTACHMENT B 31-12507



GRAZING PERMIT

REVISED

Mr. D. V. Hagenbarth
(Name of permittee)Kilgore, Idaho
(Post-office address)March 24, 1959
(Date)

hereinafter called the permittee, is hereby authorized to graze livestock upon lands owned or controlled by the United States within the Targhee National Forest, under the following conditions and requirements:

1. *Description of Range.*—The animals shall be grazed upon the area described as follows, or delineated on the attached map, which is a part of this permit:

EAST DRY CREEK All of the west slope of Dry Creek between the Forest boundary and the Continental Divide except the area between the upper forks. Includes the Headquarters Hollow drainage. All areas are excluded which may be closed to grazing and as shown on the allotment management plan map which will be furnished this year and currently as needed.

WEST DRY CREEK Beginning at the Forest boundary on the ridge between Moose Creek and Locke Springs; thence north along this ridge to the Continental Divide; thence east to the first right hand fork of West Dry Creek; thence following this creek south to the Forest boundary and place of beginning. All areas are excluded which may be closed to grazing and as shown on the allotment management plan map which will be furnished this year and currently as needed.

EAST SHERIDAN Beginning at the Forest boundary on the ridge between Sheridan and Kick Creeks; thence north to the forks of Sheridan Creek; across to ridge between the two west and east forks of Sheridan Creek; north to Continental Divide; thence east along this divide to the ridge between Howard and Sheridan Creeks; thence south along this ridge to the Forest boundary and place of beginning. All areas are excluded which may be closed to grazing and as shown on the allotment management plan map which will be furnished this year and currently as needed.

(See attached sheet for Howard Creek and Ching Creek allotment descriptions.)

2. Description of permit:

NUMBER OF LIVESTOCK	KIND OF LIVESTOCK	PREFERENCE OR TEMPORARY	PERIOD		ALLOTMENT
			From—	To—	
4000	Sheep	Preference	7/1	8/31	East & West Dry Creeks and East & West Sheridan Creeks
524	Sheep	Preference	7/1	9/15	Howard Creek
1200	Sheep	Preference	7/1	9/15	Ching Creek

also to lamb _____ head of ewes from _____ to _____
on _____
(Name of range)

3. This permit is based upon the statements made in the permittee's grazing application dated 3/6/56 & 2/16/59

_____, 19____ It includes the conditions and requirements outlined on the reverse side hereof.

Attachment C 31-12509

ATTACH D

U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

BILL FOR COLLECTION

PAYER'S COPY

PLACE OF ISSUE

St. Anthony, Idaho

DATE OF ISSUE

6/1/71

Targhee National Forest, St. Anthony, Idaho

D. V. Hagenbarth Estate
c/o Dave Hagenbarth, Jr.
Kilgore Route
Dubois, Idaho 83423

RETAIN IN YOUR
RECORDS. RECEIPT
WILL NOT BE FUR-
NISHED UNLESS RE-
QUESTED.

DATE OR PERIOD.		DESCRIPTION				AMOUNT
1971		Grazing Fee				1,062.10
		900 Sheep	Term	7/1-8/31	East Dry Creek	
		700 Sheep	Term	7/11-8/31	West Sheridan	
		650 Sheep	Term	7/10-8/31	East Sheridan	
		450 Sheep	Term	7/10-8/31	Howard Creek	
		800 Sheep	Term	7/1-8/31	West Dry Creek	
		<u>Nonuse:</u> 725 - Willow Creek				
		750 - Ching Creek				
BILL NO.	UNIT NO.	RD 01	CONTRACT NO.	DATE PAYMENT DUE	AMOUNT DUE →	
1443	15	RD 02	15-281			1,062.10

3d. June 15-71

6500-89 (8/65)

ATTACHMENT D 31-12509

USDA - FOREST SERVICE

GRAZING PERMIT - PARTS 1 AND 2

PERMIT NUMBER

2-23

PART - 1

Hagenbarth Livestock of 533 South Nelson Street, Dillon, Montana.
(Name of Permittee) (Post Office Address)

hereinafter called the permittee, is hereby authorized to graze livestock owned by the permittee upon Forest Service administered lands within the Targhee National Forest, ~~National~~
(Strike out one)

~~Grassland~~ under the following provisions and requirements:

1. Description of range. The animals shall be grazed upon the area described as follows: ~~described on attached page, x~~
~~and/or delineated on the enclosed map, page x~~..... which is part of this permit (Strike out
item or items not applicable).

HIGH FIVE C&H ALLOTMENT

HIGH FIVE C&H ALLOTMENT
Beginning at the Forest Boundary on the ridge between Moose Creek and Locke Springs; thence north along this ridge to the Continental Divide; thence east and south along this ridge to main Taylor Creek; thence down main Taylor Creek to the Forest Boundary; thence following boundary west to place of beginning. All areas are excluded which may be closed to grazing and as shown on the allotment management plan map which will be furnished this year and currently as needed.

2. The number and kind of livestock, kind of permit, period of use, and grazing allotment on which the livestock are permitted to graze are as follows, unless modified by the Forest Service in the Bill for Collection:

[illegible]

3. It is fully understood and agreed that this grazing permit may be revoked or suspended, in whole or in part, for failure to comply with any of the provisions and requirements specified in Parts 1, 2, and 3 hereof, or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willfully making a false statement or representation in the permittee's grazing application, and amendments thereto.

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT	
<i>David H. Hargrave, Inc. - Texas</i>	
SIGNATURE OF FOREST OFFICER	TITLE

SIGNATURE OF FOREST OFFICER

TITLE

TITLE
Acting Forest Supervisor

DATE

Sept. 5 1973

DATE _____

9/11/73

2200-10 (Rev. 9/65)

ATTACHMENT

COPY FOR YOUR INFORMATION

USDA-Forest Service

FS-2200-10 (12/99)

TERM GRAZING PERMIT - PARTS 1 AND 2

(Reference FSM 2230)

Page 1 of 14

Permittee Number

Permit Number
31

PART 1

Hagenbarth Livestock of P.O. Box 1128, Dillon, MT 59725 hereinafter
(Name of Permittee) (Post Office Address, Including Zip)

called the permittee, is hereby authorized to graze livestock owned by the permittee upon designated lands administered by the Forest Service within the Caribou-Targhee (X appropriate box)
☒ National Forest ☐ National Grassland under the following terms and conditions:

1. Description of range. The livestock shall be grazed only upon the area described as follows: described on attached page and/or delineated on the attached map dated _____, which is part of this permit. (Strike out item or items not applicable.)

2. The number, kind, and class of livestock, period of use, and grazing allotment on which the livestock are permitted to graze are as follows, unless modified by the Forest Service in the Bill for Collection:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
630	Cattle	Cow/Calf	7/15	9/30	High Five C&H

3. It is fully understood and agreed that this permit may be suspended or cancelled, in whole or in part, after written notice, for failure to comply with any of the terms and conditions specified in Parts 1, 2, and 3 hereof, or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willingly making a false statement or representation in the permittee's grazing application, and amendments thereto; or for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soils and vegetation, fish and wildlife, and other environmental values when exercising the grazing use authorized by the permit. This permit can also be cancelled, in whole or in part, or otherwise modified, at any time during the term to conform with needed changes brought about by law, regulation, Executive order, allotment management plans, land management planning, numbers permitted or seasons of use necessary because of resource conditions, or the lands described otherwise being unavailable for grazing. Any suspension or cancellation action may be appealed pursuant to 36 CFR 251, Subpart C.

4. This permit supersedes permit issued 7/12/96 to Hagenbarth Livestock

I HAVE REVIEWED AND ACCEPT THE TERMS OF THIS PERMIT

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT

Hagenbarth Livestock by James F. Hagenbarth - Pres.

DATE

4/17/06

SIGNATURE OF FOREST OFFICER

Adrienne K. Keller

NAME (PRINT)

Adrienne K. Keller

TITLE

District Ranger

DATE

4/25/06

ATTACHMENT F 31-12507

USDA - FOREST SERVICE	Page	5	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Number			
	Permit Number 31			

Special Terms and Conditions

Responsibilities for Construction and Maintenance of Structural Improvements of for Range Rehabilitation. (List the specific responsibilities of the permittee; or incorporate into the permit the cooperative agreement, management plan or other document which sets forth these responsibilities in detail. Fully identify the particular document or documents.)

The permittee is responsible for maintenance and repair of the following improvements, which are essential to the proper management of the Davis Lake C&H Allotment:

<u>Water Developments (Name and Improvement No.)</u>	<u>Location</u>
Clarence WD #2022	NE 1/4, SW 1/4, Sec. 3, T13N., R40E.
Mud Creek Reservoir WD #2023	NE 1/4, NE 1/4, Sec. 3, T13N., R40E.
Gus WD #2024	SE 1/4, SE 1/4, Sec. 2, T13N., R40E.,
Upper East Dry WD #2048	SE 1/4, SW 1/4, Sec. 28, T14N., R40E.

<u>Improvement Name and No. (Fences and Other)</u>	<u>Location</u>
Lower Sheridan Creek Drift Fence #2040	SW 1/4 Sec 6 T.13N., R41.E.
Taylor Creek Fence #2533	Section 32, T14N., R41E.
High Five Division Fence #2534	Sections 21, 28, 33, 34, T14N., R40E.
	Sections 3, 4, 9, T13N., R40E.
High Five Boundary Fence #2535	Section 8, T13N., R40E.

USDA - FOREST SERVICE	Page	9	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Number			
	Permit Number			
	31			

Special Terms and ConditionsManagement Practices. (Continued..)

7. The Permittee's full cooperation in meeting wolf recovery management goals and objectives will be a condition of this permit. In addition, the following will be required:

A. Problem wolves on the allotment may be dealt with using the most current rulings from the US Fish and Wildlife Service until wolves are removed from federal protection.

B. If wolves are removed from federal protection, problem wolves will need to be dealt with as allowed by the most current Wolf Management Plan for the state that the problem occurs in.

8. The Permittee's full compliance in meeting grizzly bear management goals and objectives for grizzly bear habitat is a condition of this grazing permit. The following measures will be taken within the allotment:

A. Temporary cessation or modification of permitted livestock grazing activities will occur to resolve grizzly bear conflicts with humans or livestock.

B. Livestock carcasses will be disposed of or rendered unattractive to bears within 24 hours after they are discovered. Disposal may include removing the carcass from the area, burning, using an acceptable chemical repellent, or other methods approved by the District Ranger. Disposal shall be in accordance with other governing agencies (such as the Wyoming Game and Fish Department) in order to determine cause of death for reimbursement purposes.

USDA - FOREST SERVICE	Page	13	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Number			
	Permit Number			
	31			

Special Terms and ConditionsManagement Practices (Continued...)

Hagenbarth BLM Lands Sheridan Unit

Legal	Acreage
T13N., R39E., Section 11	200
T13N., R39E., Section 12	480
T13N., R39E., Section 14	40
T13N., R39E., Section 23	40
T13N., R39E., Section 24	40
T13N., R40E., Section 14	40
T13N., R40E., Section 15	320
T13N., R40E., Section 17	120
T13N., R40E., Section 18	40
T13N., R40E., Section 22	120
T13N., R40E., Section 29	240
T13N., R40E., Section 32	320
Total	2000

COPY

TERM GRAZING PERMIT - PARTS 1 AND 2
 (Reference FSM 2230)

Page 1 of 12

Permittee Number

Hagenbarth

Permit Number

77

PART 1

of

hereinafter

Hagenbarth Livestock

(Name of Permittee)

PO Box 1128, Dillon, MT 59725

(Post Office Address, Including Zip)

called the permittee, is hereby authorized to graze livestock owned by the permittee upon designated lands administered by the Forest Service within the Caribou-Targhee (X appropriate box)
☒ National Forest ☐ National Grassland under the following terms and conditions:

1. Description of range. The livestock shall be grazed only upon the area described as follows: ~~described on attached page and/or~~ delineated on the attached map dated 01/26/2016, which is part of this permit. (Strike out item or items not applicable.)

2. The number, kind, and class of livestock, period of use, and grazing allotment on which the livestock are permitted to graze are as follows, unless modified by the Forest Service in the Bill for Collection:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
630	Cattle	Cow/Calf	07/15	09/30	High Five C&H
					(See special on and off provisions under FS-2200-10b, page 11 of 12)

3. It is fully understood and agreed that this permit may be suspended or cancelled, in whole or in part, after written notice, for failure to comply with any of the terms and conditions specified in Parts 1, 2, and 3 hereof, or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willingly making a false statement or representation in the permittee's grazing application, and amendments thereto; or for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soils and vegetation, fish and wildlife, and other environmental values when exercising the grazing use authorized by the permit. This permit can also be cancelled, in whole or in part, or otherwise modified, at any time during the term to conform with needed changes brought about by law, regulation, Executive order, allotment management plans, land management planning, numbers permitted or seasons of use necessary because of resource conditions, or the lands described otherwise being unavailable for grazing. Any suspension or cancellation action may be appealed pursuant to 36 CFR 214.

4. This permit supersedes permit #24 issued 4/25/2006 to Hagenbarth Livestock

I HAVE REVIEWED AND ACCEPT THE TERMS OF THIS PERMIT

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT

DATE

Hagenbarth Livestock by John M. Hagenbarth Pres.2-29-16

SIGNATURE OF FOREST OFFICER

NAME (PRINT)

TITLE

DATE

Elizabeth DoyElizabeth DoyDISTRICT RANGER3-10-16

ATTACHMENT G 31-12507

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GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Number			
	Hagenbarth			
	Permit Number			
	77			

Special Terms and Conditions

Responsibilities for Construction and Maintenance of Structural Improvements of for Range Rehabilitation. (List the specific responsibilities of the permittee; or incorporate into the permit the cooperative agreement, management plan or other document which sets forth these responsibilities in detail. Fully indentify the particular document or documents.)

The permittee is responsible for maintenance and repair of the following improvements, which are essential to the proper management of the High Five C&H Allotment:

Water Developments (Name and Improvement No.)

Location

- | | | |
|--------------------------|-------|---------------------------------------|
| ① Clarence WD | #2022 | NE 1/4, SW 1/4, Sec. 3, T13N., R40E. |
| ② Mud Creek Reservoir WD | #2023 | NE 1/4, NE 1/4, Sec. 3, T13N., R40E. |
| ③ Gus WD | #2024 | SE 1/4, SE 1/4, Sec. 2, T13N., R40E. |
| ④ Upper East Dry WD | #2048 | SE 1/4, SW 1/4, Sec. 28, T14N., R40E. |

Improvement Name and No. (Fences and Other)

Location

- | | | |
|----------------------------------|-------|---------------------------------------|
| Lower Sheridan Creek Drift Fence | #2040 | SW 1/4 Sec 6 T.13N., R41E. |
| Taylor Creek Fence | #2533 | Section 32, T14N., R41E. |
| High Five Division Fence | #2534 | Sections 21, 28, 33, 34, T14N., R40E. |
| | | Sections 3, 4, 9, T13N., R40E. |
| High Five Boundary Fence | #2535 | Section 8, T13N., R40E. |

- ① water Trough Above Headquarters.
- ② Reservoir on Mud Creek - Dirt Tank
- ③ Reservoir Above old Sheridan corral
- (4) Gate #5 water Trough

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GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Number			
	Hagenbarth			
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Special Terms and Conditions

Management Practices. (Continued..)

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ATT 4

USDA FOREST SERVICE BILL FOR COLLECTION		1. BILL DATE: 04/20/20	PAGE: 1
USE A COPY OF THIS BILL WITH YOUR CHECK OR MONEY ORDER. NOT SEND CASH. PLEASE INCLUDE BILL NO. AND PAYER CODE ON YOUR CHECK. MAKE YOUR CHECK PAYABLE TO: USDA FOREST SERVICE		MAIL PAYMENT TO: USDA Forest Service C/O US BANK P. O. BOX 6200-09 PORTLAND, OR 97228-6200 OR PAY ONLINE AT WWW.FS.FED.US/BILLPAY	
TO: HAGENBARTH LIVESTOCK PO BOX 1128 DILLON MT 59725		PAYER INDICATE AMOUNT ENCLOSED: \$	
6. AGREEMENT NO:		2. NET AMOUNT DUE: \$ 2,181.60	
CONTRACT NO:		3. DUE DATE: 07/05/20	
8. REMARKS:		4. BILL NUMBER BR041552AA015	
Permittee #: HAGENBARTH This 2020 Grazing Bill MUST BE PAID BEFORE LIVESTOCK ENTER THE FOREST. Allow 10 days for your bill to reach Portland Oregon and be processed. You may pay at the Ashton District Office, by mail, or on line at pay.gov, please call ahead to schedule payment at office-to see if someone is available 208.652.7442. If payment is by check, please mail "white copy" with your payment. The PINK COPY is for your records. THANK YOU		5. PAYER CODE: 0003338835	
7. DESCRIPTION:		9. PRINCIPAL: \$ 2,181.60	
		10. INTEREST: \$.00	
		11. ADMINISTRATIVE COSTS \$.00	
		12. PENALTY: \$.00	
		13. AMOUNT DUE: \$ 2,181.60	
		14. AMOUNT CREDITED: \$.00	
		15. NET AMOUNT DUE: \$ 2,181.60	

NOTE:
 PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:
 ASHTON/ISLAND PARK RANGER DISTRICT 208 652-7442
 PO BOX 858
 ASHTON, ID 83420
 FAILURE TO MAKE PAYMENT BY THE DUE DATE WILL RESULT IN THE ASSESSMENT OF LATE PAYMENT CHARGES (INTEREST, ADMINISTRATIVE COST, AND/OR PENALTY CHARGES) IN ACCORDANCE WITH YOUR CONTRACT, PERMIT, OR THE DEBT COLLECTION ACT OF 1982, AS AMENDED. POSTMARKS ARE NOT HONORED. LATE FEES DO NOT APPLY FOR BILLINGS IN ADVANCE OF RECEIPT OF GOODS OR SERVICES.

LIVESTOCK OWNED AND/OR CONTROLLED BY THE PERMITTEE WILL NOT BE ALLOWED ON FOREST SERVICE ADMINISTERED LANDS UNTIL GRAZING FEES SPECIFIED ON THE BILL FOR COLLECTION ARE PAID.

2020 GRAZING SEASON FEE: CATTLE @ \$ 1.35/hm

FROM	TO	NO	LIVESTOCK KIND	CLASS	PERMIT TYPE	ALLOTMENT NAME	HEAD MONTHS	AMOUNT
7/15	9/30	630	Cattle	CC	T O/O On	HIGH FIVE C&H	1616	\$ 2,181.60

2020 GRAZING SEASON FEE: CATTLE @ \$ 1.35/hm

Total Head Months : 1,616

16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT
0415	D8158F20	\$ 2,181.60						

ATTACHMENT H 31-12509

ATTACHMENT I
31-12509
HAGENBARTH

See
Dubois
Ranger
District

High Five C&H Allotment

Division Fence

Boundary Fence #2535

State or Private Land

Boundary Fence

Lower Sheridan Cr. Drift Fence

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incomplete while being created
or revised, etc. Using GIS
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those for which they were
created, may yield inaccurate
or misleading results. This
information was released on
4/1/2004. The Forest
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to correct, update, modify,
or replace GIS products
without notification. For
more information, contact
the Caribou-Targhee
National Forest (208)
524-7500.

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