

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: **A36-15506**
Date Received: 2/24/1997
Receipt No: C038120
Received By: _____

21 E 12 S 11 W E 0
JUN 03 1997

Department of Water Resources
Southern Region

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: DBA H & P FARMS 208-678-4259
Address: 380 S 1150 W
HEYBURN ID 83336
AND/OR
Name: JEFF HUNT 208-678-4259
Address: 380 S 1150 W
HEYBURN ID 83336
670-2931 cell
AND/OR
Name: BRUCE PINCOCK 208-678-4259
Address: 380 S 1150 W
HEYBURN ID 83336

2. Date of Priority: APR 15, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	20E	13	SE	NE	NE		JEROME
			NW	SW	NW		JEROME
	21E	7	SE	SE	NW		JEROME
			SE	SW	SW		JEROME

5. Description of diverting works:
4 WELLS, PUMPS, MAINLINE, SPRINKLER IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	2.780		

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

8. Total consumptive use is 603.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	20E	13	NE	SW		IRR	38.0
			NW	SW		IRR	22.0
			NE	SE		IRR	25.0
			NW	SE		IRR	32.0
						Section Acres	117.0
		14	NW	NE		IRR	36.0
			SW	NE		IRR	13.0
			SE	NE		IRR	35.0
						Section Acres	84.0
						Total Acres	201.0

11. Place of use in counties: JEROME

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:

14. Remarks:

THIS WATER RIGHT IS FOR PROPERTY THAT HAS BEEN LEASED FROM THE BUREAU OF RECLAMATION FOR MANY YEARS. H & P FARMS PURCHASED THE ADJOINING PROPERTY AND AND RECEIVED AN ASSIGNMENT OF THE LEASE IN 1991. IT WAS THEIR UNDERSTANDING THAT THERE WAS A WATER RIGHT FOR THE LEASE. CURRENT LEASE IS PENDING WITH THE B.O.R. H & P FARMS IS A PARTNERSHIP CONSISTING OF JEFF HUNT AND BRUCE PINCOCK.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that ^{we are} I am The Owners of
H & P Farms, that ^{we} I have signed the foregoing
Organization document in the space below as Owners of
H & P Farms and that the statements contained in the
Organization foregoing document are true and correct.

Bruce Woods
Signature of Authorized Agent

Partners
Title and Organization

May 30, 1997
Date

State of Idaho)
County of Lassie) SS.

Subscribed and sworn (or affirmed) before me this 30th day
of May 19 97

Renee Ruiz
Notary Public

Seal

Residing at Paul

My Commission Expires 1-4-2000

RECEIVED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE **MAR 07 1997**
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Department of Water Resources

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

CIVIL CASE NUMBER: 39576

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Date Received _____

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**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

RECEIVED

FEB 24 1997

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) H + P FARMS a PARTNERSHIP Phone (208) 678-4259Mailing Address 380 S 1150 W HEYBURN ID Zip 833362. Date of Priority (Only one (1) per claim) APRIL 15 19613. Source of water supply (a) GROUND WATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 9S Range 20E Section 13,SE 1/4 of NE 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of JEROME (4 lot)Additional points of diversion if any: 9S20E13 NWSWNW, 9S21E7SESENW, 9S21E7SESWSW

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, 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.

THERE ARE 4 DEEP WELLS, WITH ELECTRIC PUMPS, STEEL AND PLASTIC
MAINLINE. WELL #1 IS 285 FT. WELL #2 IS 310 FT. WELL #3
IS 329 FT. WELL #4 370 FT. THE HEADS ARE 300 H.P. STEEL AND
PLASTIC MAINLINE ARE BETWEEN 6" AND 14" IN DIAMETER.
1992 WAS WELL #4 WAS CONNECTED TO REST OF THE SYSTEM

ORIGINAL

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 4/1 to 10/31 amount 2.78 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.78 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 60.3 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
9S	20E	~~13~~																	
		13									38	22			25	32			117
		14			36	13	35												84

Total number of acres irrigated 201

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

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks:

THIS WATER RIGHT IS FOR PROPERTY THAT HAS BEEN
LEASED FROM THE BUREAU OF RECLAMATION FOR MANY YEARS.
H+P FARMS PURCHASED THE ADJOINING PROPERTY AND RECEIVED
AN ASSIGNMENT OF THE LEASE IN 1991. IT WAS THEIR
UNDERSTANDING THAT THERE WAS A WATER RIGHT FOR THE
LEASE. A CURRENT LEASE IS PENDING WITH THE BOR.

Last Name H+P FARMS Ident No. A36-15506

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Bruce H. Parnell Date Jan. 30 1997

DBA H+P FARMS Jeff H. Parnell Date Jan 30 1997

For Organizations: I do solemnly swear or affirm that I am _____

Title _____

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)

County of TWIN FALLS) SS.

Subscribed and sworn (or affirmed) before me this 30TH day of JANUARY 19 97

SEAL

Notary Public Thomas G. Hitchcock

Residing at TWIN FALLS, IDAHO

My Commission Expires 10-11-2000

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Alfred E. Barrens will be acting as attorney at law on behalf of 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 Alfred E. Barrens

Address PO Box 487 Burley Idaho

Date 1/30/97

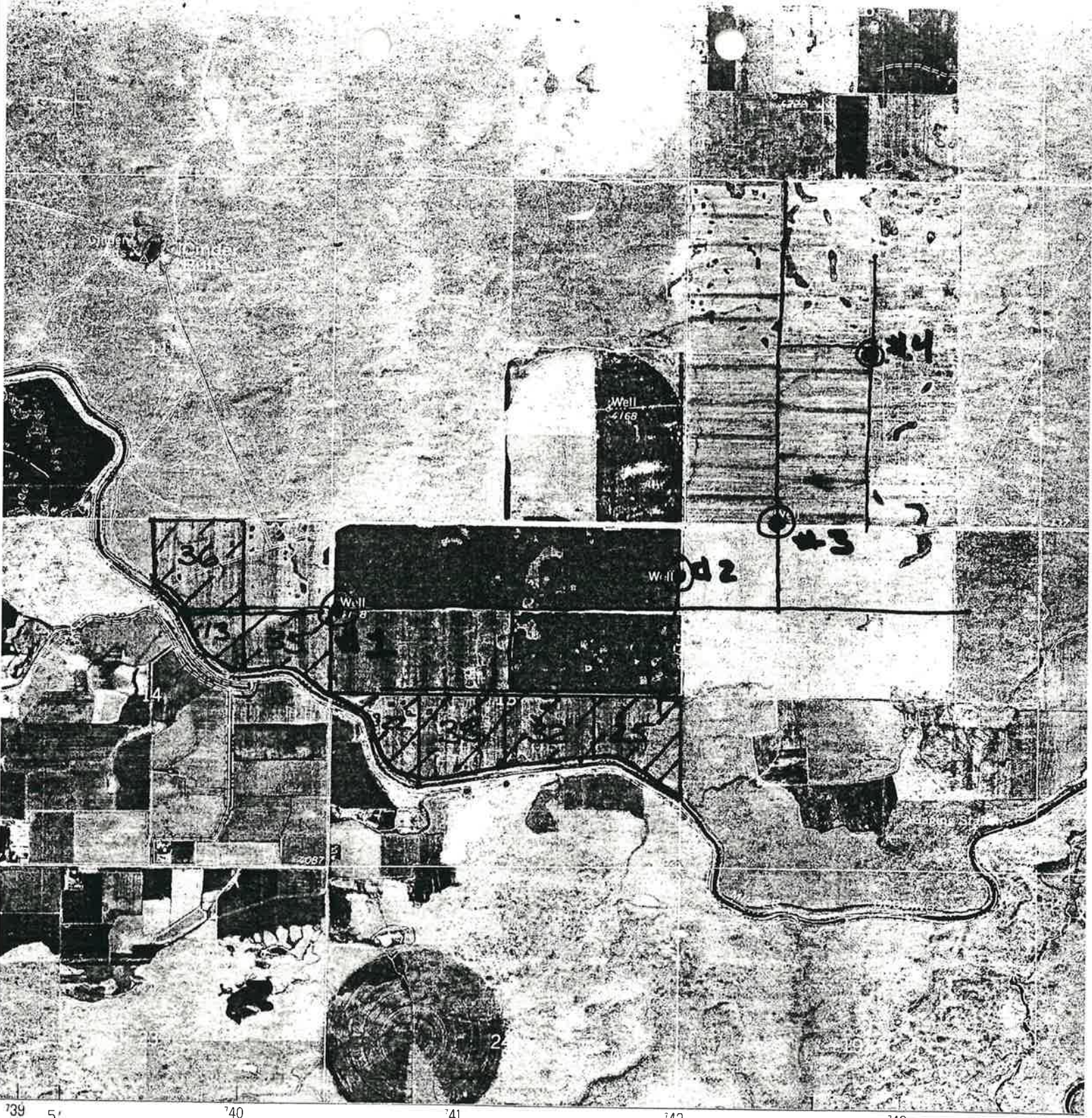
Last Name H+P FARMS Ident. Number A36-15506

Copies White-State, Yellow-Claimant

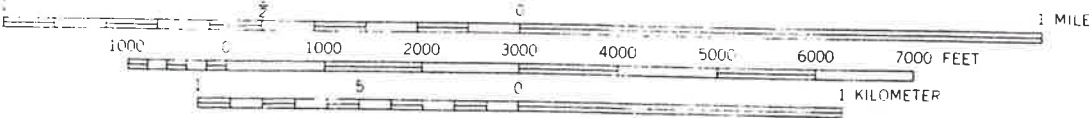
Scale: 2 inches equals 1 mile

A 20x20 grid of graph paper. The text "See Attached MAP" is written in the center of the grid in a large, handwritten, cursive font. The text is centered horizontally and vertically, spanning approximately 10 columns and 5 rows. The word "See" is on the top line, "Attached" is on the second line, and "MAP" is on the third line. The letters are dark and slightly slanted. The grid lines are thin and light gray, forming a uniform background for the text.

Copies: White-State, Yellow-Claimant



SCALE 1:24 000



8/22/03

Mr. Douglas Jones
Water Rights Supervisor
Southern Adjudication Unit
Department of Water Resources
State of Idaho
1341 Fillmore St. Suite 200
Twin Falls, ID 83301

RECEIVED
AUG 26 2003
Department of Water Resources
Southern Basin

RE: Draft SRBA recommendation, 36-15506

Dear Mr. Jones,

I received your letter and information dated August 13. This has been a long complicated situation and I appreciate your time and effort that you have expended on our behalf.

As per your request, I am enclosing the leases on the parcels in question. Please note that there are two leases for these parcels. In the fall of 2002, the Bureau of Reclamation and the State of Idaho completed a land swap that involved some of the parcels in question. I have enclosed a map of the parcels and would note that the Bureau of Reclamation only owns the parcel marked "2" on the map. The legal description of the parcel is T9S R20E Sec. 14 NWNE consisting of 38 acres. The other parcels are now owned by the State of Idaho.

In regard to your suggestion that we try to transfer the water right to more uniformly distribute the flow and acres, the question arises as to future transfer of the right to another place of use. In the event that the Bureau of Reclamation or the State of Idaho chooses not to renew the leases, we would like to transfer the water to another place of use if appropriate. Would your suggestion affect that scenario?

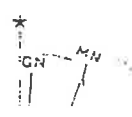
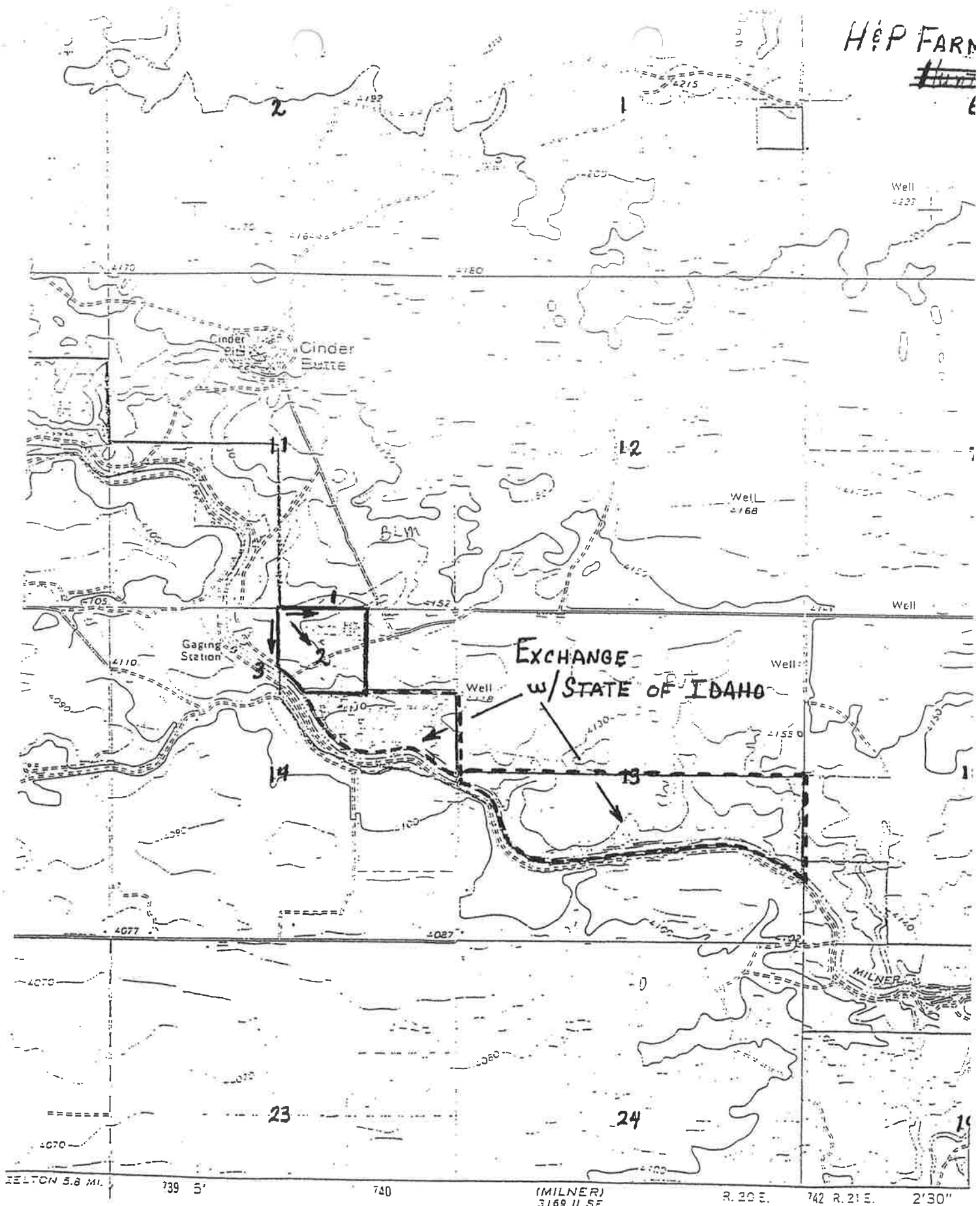
Again, thank you for your time and effort. If there is any other information that you require, don't hesitate to call or write. I can be reached at 208-678-4259 or 208-431-2831.

Sincerely



Jeff Hunt
Partner, H&P Farms

H&P FARM
~~11/11/11~~
6



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT – IDAHO

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this 1st day of March, 2003, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and **H&P Farms**, 380 South 1150 West, Heyburn, Idaho 83336, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased – Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for **agricultural** purposes, the following-described premises in the State of Idaho, to wit:

Township 9 South, Range 20 East, Boise Meridian
Section 14 Part of NW $\frac{1}{4}$ NE $\frac{1}{4}$
(see attached map – 38.0 irrigated agricultural)

MILNER-GOODING DIVISION

containing 38.0 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations – There are excepted and reserved from the lease of the premises described in article 3, the following:

- (a) All lands to which other rights have lawfully attached before the date of this lease.
- (b) The right to remove from said lands any or all timber, both standing and down.
- (c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.
- (d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(g) The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

(h) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

(i) There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

5. Term of lease – The lease of the premises described shall be for the period from March 1, 2003, to February 28, 2004, inclusive, unless sooner terminated as hereinafter provided.

6. Extension of lease term – The Lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 2008, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended, not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the lessee desire to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

7. Rental charges – The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$2,958.80 (lease amount for '2003 season plus \$200.00 administrative fee) on the date hereof for the period ending February 28, 2004, and the sum of \$2,758.80 on account of each extension of this lease.

8. Repairs – The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

9. All grain stubble will be left standing in the field over the winter – no burning of stubble is allowed.

10. Miscellaneous conditions – In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the Lessee's lease rights will, at the option of the Contracting Officer, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the lease premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. **Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to a permanent vegetative cover.** Reclamation would work with NRCS to develop seed mixes and application rates. Subsequent action would be in accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(k) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the reclamation Reform Act of 1982, including the payment of full costs as provided therein.

(l) Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

11. Water Rights – The United States does not have a water supply for the agricultural lands covered under this lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

(a) The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this lease, a water supply of any kind, pressure or particular water quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

(b) Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

12. Pest Control

(a) The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-

emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

13. Hazardous Materials

(a) The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Lessee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

14. Transfer of Lease – Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

15. Termination of Lease – This lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Articles 5 and 6; or
- (b) Without notice, upon default in payment to the United States of any installment of rental charges as provided by Article 7; or
- (c) On March 1st, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or
- (d) After failure of the Lessee to observe any of the conditions of this lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition.

The notices provided by this article will be served by certified mail addressed to the respective post office addresses given in Article 16 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 15 (c) or Article 15 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental will be been made, an appropriate refund or part of the rental for such then current lease or extension will be made.

If this lease is terminated under Article 15 (d), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

16. Notices

(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Area Manager
Snake River Area Office – East
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

(b) Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this lease, and no specific requirements are set forth. Where this lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

(c) The parties hereby designate the Area Manager and Jeff Hunt and/or Russell Pincock, as their authorized representatives for this lease. These individuals shall have the authority to take any action allowed or required under this lease, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 15 (a) above.

17. Removal of Structures – Upon the expiration, termination, or revocation of this lease, if all rental charges and damage claims due Reclamation have been paid, the Lessee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Lessee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

18. Officials Not To Benefit – No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

19. Hold Harmless Clause – The Lessee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Lessee's activities under this agreement.

20. Severability – Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

21. Successors in Interest Obligated – The provision of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By 
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

LESSEE 
Jeff Hunt

LESSEE 
~~Russell~~ Pincock
Bruce

Address 380 S 1150 W
Heyburn ID 83336

Phone: (home) 678-4259 (cell) 431-2831



STATE OF IDAHO
STATE LAND LEASE

LEASE NO. **C-7012**

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and H & P Farms (lessee) c/o Jeff Hunt, 380 South 1150 West, Heyburn ID 83336 (Address).

This lease shall commence January 1, 2003 and terminate December 31, 2012.

The annual rent payment is due on January 1 of each year.

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described, and the special provisions identified, in attachment A at the uses specified herein; grazing 0 acres containing 0 AUMs, cropland 0 acres of dryland at 0 per acre, 138.00 acres irrigated land at 45.00 per acre, 63.65 acres of wasteland at 0 per acre, miscellaneous _____ per annum, or _____ premium bid.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED:

Ben Yursa
Secretary of the State of Idaho
Winston Wiggins
Director, Department of Lands



STATE BOARD OF LAND COMMISSIONERS OF THE
STATE OF IDAHO

Dirk Kempthorne
President of the State Board of Land Commissioners
and Governor of the State of Idaho

STATE OF IDAHO

COUNTY OF Ada

On this 24 day of February, in the year 2003, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the president of the State Board of Land Commissioners of the state of Idaho and the Governor of the state of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Winston A Wiggins, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

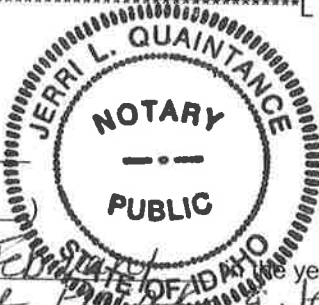
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Bose, Idaho, Commission expires 08-08-2007

Susan Moore
Notary Public for Idaho

*****LESSEE*****

STATE OF Idaho
COUNTY OF Twin Falls



Bruce P. Ponce general Partner
(Lessee)
Jeff Hunt general partner
(Lessee)

On this 12 day of February, in the year 2003, before me, a Notary Public in and for said State, personally appeared Bruce P. Ponce and Jeff Hunt

me to be the lessee that executed the within instrument and acknowledged to me that ☒ he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Buhl, Id, Commission expires 5/31/08

Jerri L. Quaintance
Notary Public for AAA

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: C-7012

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ATTACHMENT A

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW
JEROME	142.20	LOTS 1-7	13 00	9 S	20.0 E	PS
JEROME	59.45	LOTS 3-5	14 00	9 S	20.0 E	PS

**STATE OF IDAHO
STATE LAND LEASE
ATTACHMENT B**

1. Use of Land

- 1.1 Grazing Use. The leased land shall be used by Lessee for the purpose of grazing domestic livestock, as specified in this Lease and Lessee's approved Grazing Management Plan, attached hereto as Attachment A-1 Special Provisions Grazing Management Plan Summary. No other uses shall be made of the leased land by Lessee without prior written approval of Lessor. At all times Lessee shall practice good husbandry on the leased land.
- 1.2 Cropland Use. In addition to or in lieu of the use authorized in Paragraph 1.1 of this Lease, the Lessee is authorized to use the number of acres identified on the signature page of this lease as cropland. The location and management of said acres shall be designated in the written Grazing Management Plan. Said use shall be in accordance with this Lease, the Lessee's approved Grazing Management Plan, and any special provisions attached hereto. No use of the leased land for cropping purposes shall occur prior to the final approval of the written Grazing Management Plan by Lessor. Lessee shall pay to Lessor an additional rental for the identified acres of cropland whether cultivated or not in an amount determined by Lessor pursuant to Lessor's current cropland rental policy, along with the annual base rental payment as set forth in Section 2 herein.

2. Rental Rate and Modification of Rent

- 2.1 Annual Rent Payment. Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before May 1 of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the first payment of any increase in rental.
- 2.2 Late Payment Charge. If annual rental is not paid in full by the date it is due, Lessor may terminate the Lease upon thirty (30) calendar days written notice to Lessee. In addition, in the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency equal to the greater of Twenty-five Dollars (\$25.00) or one percent (1%) of the unpaid rent. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid rent. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- 2.3 Lien. The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the leased land, including, but not limited to, crops and livestock.

3. Livestock Carrying Capacity.

- 3.1 The grazing period, AUM's, and the number of stock shall be determined by Lessor and may be adjusted from time to time after giving Lessee thirty (30) calendar days notice of any such modifications. Lessee shall furnish such information as may be required to assist Lessor in determining the grazing period and number of stock to be grazed.

4. Grazing Management Plan

- 4.1 Grazing Management Plan Required – Content. Prior to issuance of this Lease, Lessee and Lessor must agree to a written Grazing Management Plan. The content of the plan shall address all activities that may take place under this Lease and include, but not be limited to, consideration of the kind and number of livestock, the season of use, the movement of livestock, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the plan based on the specific

characteristics of the leased land and/or of Lessee's use of the premises. If the leased land is used in conjunction with federal lands, the Grazing Management Plan prepared for the federal land may be deemed by Lessor, at its discretion, to satisfy the requirements of this section.

- 4.2 **Modification of Plan.** Lessor may review and modify any Grazing Management Plan upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to instituting any management changes, Lessee must submit, in writing, the proposed changes to the Grazing Management Plan to Lessor for approval. No management changes shall occur prior to Lessor's written approval of the amended Grazing Management Plan. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.
- 4.3 **Annual Plan - Incorporation By Reference.** Lessor may require that the Grazing Management Plan be supplemented by Lessee annually through an approved, written Annual Plan, which shall be developed and approved in the same manner as the Grazing Management Plan set forth in paragraphs 4.1 and 4.2 above. The Grazing Management Plan together with any and all subsequently approved amendments thereto and any Annual Plans are hereinafter referred to collectively as the Grazing Management Plan, and shall be incorporated by reference into this Lease.
- 4.4 **Compliance Required.** Lessee shall abide by all provisions of the Grazing Management Plan. If Lessee fails to abide by the Grazing Management Plan, Lessee will be deemed in breach of this Lease and the lease will be subject to cancellation in accordance with Section 18 of this lease.
- 4.5 **Records to be Retained.** Lessee must keep records showing the numbers and class of livestock on the leased land and the dates put on and removed from the leased land, as well as records relating to the construction of improvements. Lessor may require Lessee to produce these records.
- 4.6 **See Attachment A of this Lease for a summary of the Grazing Management Plan in effect as of the date of execution of this Lease.**

5. Subleasing or Assignment

- 5.1 **Written Approval Required.** Lessee shall not sublease or authorize another person to graze livestock on all or any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the leased land or any part of the leased land or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to the provisions of this Lease, including, but not limited to, the existing written Grazing Management Plan. The sublease will only be approved on an annual basis.
- 5.2 **Additional Rental Due.** In the event the leased land is subleased in accordance with Section 5 for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- 5.3 **Improvements.** Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- 5.4 **Copies to be Filed.** Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the leased land by another person shall be timely filed with Lessor.

6. **Leasehold Mortgage.**

- 6.1 Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

7. **Environmental, Safety and Sanitary Requirements**

- 7.1 No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the leased land except the customary use associated with machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the land. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the leased premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the leased land including, but not limited to, crops and livestock.
- 7.2 Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, the Idaho Department of Lands for fire protection and prevention. Lessee agrees to keep the land free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- 7.3 Sanitary Requirements. Concerning activities authorized under this lease, Lessee shall at all times keep the land in a clean and sanitary condition, free of trash, garbage and litter so the land is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the leased land only if specifically authorized by Lessor. The Lessee shall not store trash on the leased land nor transport trash, garbage, litter or debris onto the leased land. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
8. **No Warranty of Suitability - Quiet Enjoyment - Public Use**
- 8.1 No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the land or concerning the suitability of the land for the uses intended by Lessee. Lessee acknowledges that it has accepted the land in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- 8.2 Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the land, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the land, or to grant rights to others for use of the land, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.
- 8.3 Public Use. Lessee must allow the general public the right to use the leased land for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to

authorize trespass on private lands to reach state-owned lands. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

9. **Water Right and Water Use**

- 9.1 Water Rights. No water rights are included in this Lease. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the leased land
- 9.2 Water Use Generally. Lessee shall be entitled to use the water on the leased land, but only for the use allowed in this Lease and only insofar as permitted under Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights in and for the State of Idaho for any of the following:
- A. To drill and use a water well,
 - B. To develop and use any source of water,
 - C. To cause any water to be conveyed off the land,
 - D. To bring water onto the leased land.
- 9.3 Water Systems. If water is supplied to the land by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice to Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure of, damage to, or termination or curtailment of the operation of any water system or source supplying water to the land.

10. **Noxious Weeds**

- 10.1 Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the leased land in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. The cost of control of noxious weeds on the leased land shall be shared by Lessee and Lessor with Lessor's share subject to funds appropriated for that purpose.

11. **Construction of Improvements**

- 11.1 Permit Required. Lessee shall not construct or place improvements or structures of any character (herein referred to as "improvements") on the leased land without the prior express, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the leased land including, but not limited to, range improvements, buildings or other structures, water developments, fences, or the clearing of land. Lessee shall submit construction plans to the Lessor. Once the construction plans are approved and permitted by Lessor, then Lessee shall construct the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or approved Grazing Management Plan. Any improvement associated with the uses authorized in this lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.
- 11.2 Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- 11.3 Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall

provide a letter to Lessee informing Lessee of the lease violation. If work is not begun within thirty (30) calendar days, Lessor may contract repairs and add the amount to the annual rental.

- 11.4 Removing Improvements. Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.
- 11.5 Cost of Improvements. Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.
- 11.6 Permitted Improvements At Lease Expiration/Termination. Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the land to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through an appraisal conducted by Lessor. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the lease must be removed within six (6) months of the expiration of the lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.
- 11.7 Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the leased land without a prior permit from Lessor. The full cost of such removal, including the restoration of the leased land, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the leased land without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.
- 11.8 Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the leased land. Nothing in this Section shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease.

12. No Liens

- 12.1 Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the leased land, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the leased land at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the leased land pursuant to this Lease and for any and all persons who perform labor on the land.

13. Sale Or Reclassification Of Leased Land.

- 13.1 Sale. Lessor may sell all or any portion of the leased land during the term of this Lease. Lessor will notify Lessee that the leased lands are being considered for sale prior to submitting the sale plan to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. In the event of a growing crop, Lessee shall have possession of only the land on which the crops are growing, and shall deliver possession of the land upon harvest of the crop. When creditable improvements or growing crops are present, and Lessee delivers possession of the land, Lessor shall appraise them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements or crops by the purchaser on the day of sale. Lessee shall have the rights provided by paragraph 11.6, and the then

existing statutes or rules with respect to compensation for permitted improvements placed upon the leased land by Lessee.

- 13.2 Reclassification. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the leased lands are reclassified for any other use as designated by Lessor. In the event of early cancellation due to reclassification, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

14. Relationship of the Parties

- 14.1 Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

15. Reservations by Lessor

- 15.1 Lessor expressly reserves and excepts the following rights:

A. To enter upon the leased land, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the leased land.

B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the leased land, and title to all appurtenances and improvements placed thereon by Lessor.

C. To grant easements and rights-of-way over and across the leased land. Lessor shall coordinate with Lessee before processing any easement applications on the leased land. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's appraisal.

D. To issue other leases on the leased premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other Lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's appraisal. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

E. To require that changes be made in the use under this Lease, and/or to the improvements on the leased premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.

F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in Section 9 herein.

G. Rights of ingress, egress, and access, over and across the leased land for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.

H. To reclassify the land, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon reclassification this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to reclassification, the provisions of Section 11 relating to compensation for permitted improvements shall apply.

I. To sell timber on the leased land or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the leased land for timber management

purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

J. To restrict or prohibit grazing on all or any portion thereof of the leased land in response to emergency conditions such as, but not limited to, fires, flooding and drought.

K. To sell all or any portion of the leased land at any time during the term of this Lease, and as further provided in Section 13 herein.

L. To harvest seed from plants on land not under a cropland lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on livestock operations or farming operations.

M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.

N. To claim all permanent improvements placed upon the leased land remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

16. Indemnification

16.1 Lessee shall indemnify, defend and hold harmless Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, actions, damages, costs, expenses or losses, including reasonable attorney's fees and costs caused by or arising out of the performance, acts or omissions of Lessee, Lessee's agents, officers or employees, or persons using the leased land with Lessee's permission, or otherwise arising out of Lessee's use or occupation of the land; or arising from the failure of the same to comply with any applicable state, federal, local, law, statute, rule, regulation, act, or provision of this lease. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of Lessor, and this duty shall survive the termination or expiration of this Lease.

17. Payment of Taxes, Assessments or Fees - Lien

17.1 Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the land herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, livestock or crops growing on the leased land.

18. Lessee's Default

- 18.1 Lessee's Failure to Comply. Lessee's failure to comply with any of the terms of this Lease or the Grazing Management Plan shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, livestock or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.
- 18.2 Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho),

incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

19. **Surrender of Land**

- 19.1 Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the leased land, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

20. **Cancellation By Mutual Agreement**

- 20.1 Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

21. **Notices**

- 21.1 Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.
- 21.2 Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
954 W. Jefferson Street
PO Box 83720
Boise, Idaho 83720-0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

22. **Waiver**

- 22.1 The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

23. **Attorneys' Fees and Costs**

- 23.1 In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

24. **Lessee's Compliance with Applicable Laws and Rules**

- 24.1 Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing grazing leases and cropland leases, IDAPA 20.03.14.

- 24.2 No Waste or Nuisance. Lessee shall not use the land in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.
25. **Miscellaneous**
- 25.1 No Trespass. Lessee shall not use nor allow Lessee's livestock to graze or run at large over lands belonging to Lessor not under lease to Lessee or approved within the Grazing Management Plan.
- 25.2 Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor. Lessor's appraisals and valuations shall be conclusive.
- 25.3 Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the leased land.
- 25.4 Timber. This Lease does not authorize Lessee to cut any timber growing on the land leased. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.
- 25.5 Modification. This Lease may be modified only by a fully executed Lease adjustment on a form provided by Lessor.
- 25.6 Binding on Heirs and Successors. This Lease, including the Grazing Management Plan, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.
- 25.7 Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- 25.8 Paragraph Headings. The paragraph headings, titles and captions used in this Lease are for convenience only and are not part of the Lease.
- 25.9 Entire Agreement. This Lease, including all exhibits attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- 25.10 Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.
- 25.11 Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 25.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

W. KENT FLETCHER
ATTORNEY AT LAW

FLETCHER LAW OFFICE
1200 OVERLAND AVENUE
P. O. Box 248
BURLEY, IDAHO 83318-0248
(208) 678-3250

FAX: (208) 878-2548
E-MAIL
wkf@pmt.org

November 25, 2003

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

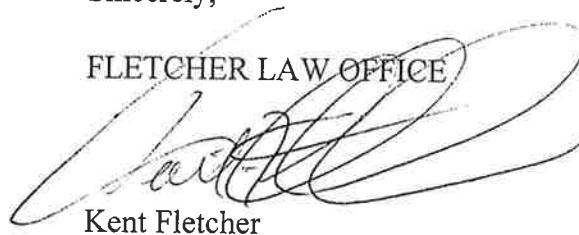
RE: SRBA
Subcase No. 36-15506

Dear Clerk:

Enclosed for filing please find Standard Form 5 executed by the parties to this subcase. Thank you for your help with this.

Sincerely,

FLETCHER LAW OFFICE

A large, stylized handwritten signature in black ink, appearing to read 'Kent Fletcher', is written over the printed name and office name.

Kent Fletcher

KF/kjh

Enclosure

pc: Douglas Jones w/ enclosure
Jeff Hunt w/ enclosure

RECEIVED
NOV 26 2003
Department of Water Resources
Southern Region

11/19/2003

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

RIGHT NUMBER: 36-15506

NAME AND ADDRESS: JEFF HUNT
380 S 1150 W
HEYBURN ID 83336

BRUCE PINCOCK
380 S 1150 W
HEYBURN ID 83336

H & P FARMS
380 S 1150 W
HEYBURN ID 83336

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.530 CFS
740.00 AFY

USE OF THIS RIGHT WITH RIGHT NO. 36-2321 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.88 CFS AND TO A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 1893 AF.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 17.21 CFS. COMBINED RIGHT NOS.: 36-2321,
36-2349, 36-2573, 36-2578, 36-2589 & 36-15506.

NBS WKF


PRIORITY DATE: 04/15/1961

POINT OF
DIVERSION: T09S R20E S13 SENENE Within JEROME County
T09S R20E S13 NWSWNW Within JEROME County
T09S R21E S7 SESENW Within JEROME County
T09S R21E S7 SESWSW Within JEROME County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	2.530 CFS 740.00 AFY

PLACE OF USE: IRRIGATION Within JEROME County

T09S R20E S13 Lot 1 NESW	37.0	T09S R20E S13 Lot 2 NWSW	16.0
T09S R20E S13 Lot 6 NESE	19.0	T09S R20E S13 Lot 5 NWSE	30.0
T09S R20E S14 NWNE	38.0	T09S R20E S14 Lot 3 SWNE	14.0
T09S R20E S14 Lot 4 SENE	31.0		

185 ACRES TOTAL

36-15506

RECEIVED

NOV 26 2003

Department of Water Resources
Southern Region

11/19/2003

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

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.

NBS
WFF

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

36-15506

RECEIVED

NOV 26 2003

2

Department of Water Resources
Southern Region

CERTIFICATE OF SERVICE

I certify that on November 25, 2003, I caused to be served true and correct copies of this Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

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

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

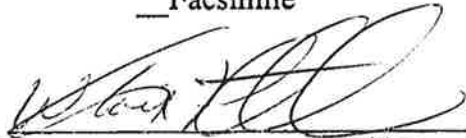
2. Copies to:

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

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

W. Kent Fletcher
Fletcher Law Office
P.O. Box 248
Burley, ID 83318-0248

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


Signature of person or attorney mailing the form

RECEIVED

NOV 26 2003

Department of Water Resources
Southern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

8/13/03

H & P Farms
380 S 1150 W
Heuburn ID 83336

RE: Draft SRBA recommendation, 36-15506

Dear Gentlemen,

In 1997 you filed an adjudication claim for irrigation of the Bureau of Reclamation land. This claim was recommended disallowed in 2002 and you subsequently objected to this conclusion. I am in the process of re-reviewing the claim in light of additional information you provided. Enclosed are drafts of the proposed recommendation and map illustrating the claim, as it existed in 1987, the commencement date of the adjudication. This information is provided at this time to establish a dialogue in case there is additional information that may cause the conclusions to change prior to submittal of the final report to the court.

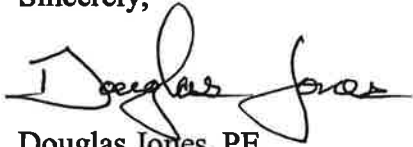
Based on the information in IDWR records I concluded that the land was developed as an adjunct to license 36-2321 that was supplied water from the well in the NENE S13 (second well from the left on the map). The well in the west end of the farm was apparently not constructed until after the permit for 36-2573 was issued in May 1963. As a result the recommendation does not authorize any additional well pumping capacity in excess of the sum of the licensed right flow rates, 17.21 cfs; although it does authorize additional diversion volume, if necessary. Please note the limiting conditions under the QUANTITY section of the recommendation.

Recommended acreage is based on the GIS photography. Total acreage on the recommendation is 16 acres less than claimed, but about 14 acres more than indicated on Calvin Jones' affidavit. I respectfully request that you provide IDWR with a copy of the current lease with BoR for these acres. To assist us in conforming our recommendation to the conditions of the lease I am requesting a copy of the lease. This step will help us prevent you from accidentally being in default with BoR by our actions.

It is my suggestion that you consider filing an application for transfer of water right to uniformly distribute the flow rate and acres under all rights over all acres. There may be some advantage to this with respect to allowing flexibility of which acres are irrigated with which right in the event of administration of water rights and curtailment of acres.

Please look these over and let me know what you think. In the absence of information as may have been requested above IDWR shall make our recommendation consistent with this draft or as the draft may be further refined over time. I look forward to working with you to improve the accuracy and completeness of the recommendation(s). Contact me if you have questions or to make an appointment to meet with me.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Jones", written over a horizontal line.

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

08/12/2003

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

RIGHT NUMBER: 36-15506
NAME AND ADDRESS: JEFF HUNT
380 S 1150 W
HEYBURN ID 83336

BRUCE PINCOCK
380 S 1150 W
HEYBURN ID 83336

H & P FARMS
380 S 1150 W
HEYBURN ID 83336

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 2.530 CFS
740.000 AFY

USE OF THIS RIGHT WITH RIGHT NO. 36-2321 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.88 CFS AND TO A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 1893 AF.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 17.21 CFS. COMBINED RIGHT NOS.: 36-2321, 36-2349,
36-2573, 36-2578, 36-2589 & 36-15506.

PRIORITY DATE: 04/15/1961

POINT OF DIVERSION:

T09S R20E S13 SENENE Within JEROME County
T09S R20E S13 NWSWNW Within JEROME County
T09S R21E S7 SESENE Within JEROME County
T09S R21E S7 SESWSW Within JEROME County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	2.530 CFS 740.00 AFY

PLACE OF USE: IRRIGATION Within JEROME County

T09S R20E S13 Lot 1 NESW	37.0	T09S R20E S13 Lot 2 NWSW	16.0
T09S R20E S13 Lot 6 NESE	19.0	T09S R20E S13 Lot 5 NWSE	30.0
T09S R20E S14 NWNE	38.0	T09S R20E S14 Lot 3 SWNE	14.0
T09S R20E S14 Lot 4 SENE	31.0		

185 ACRES TOTAL

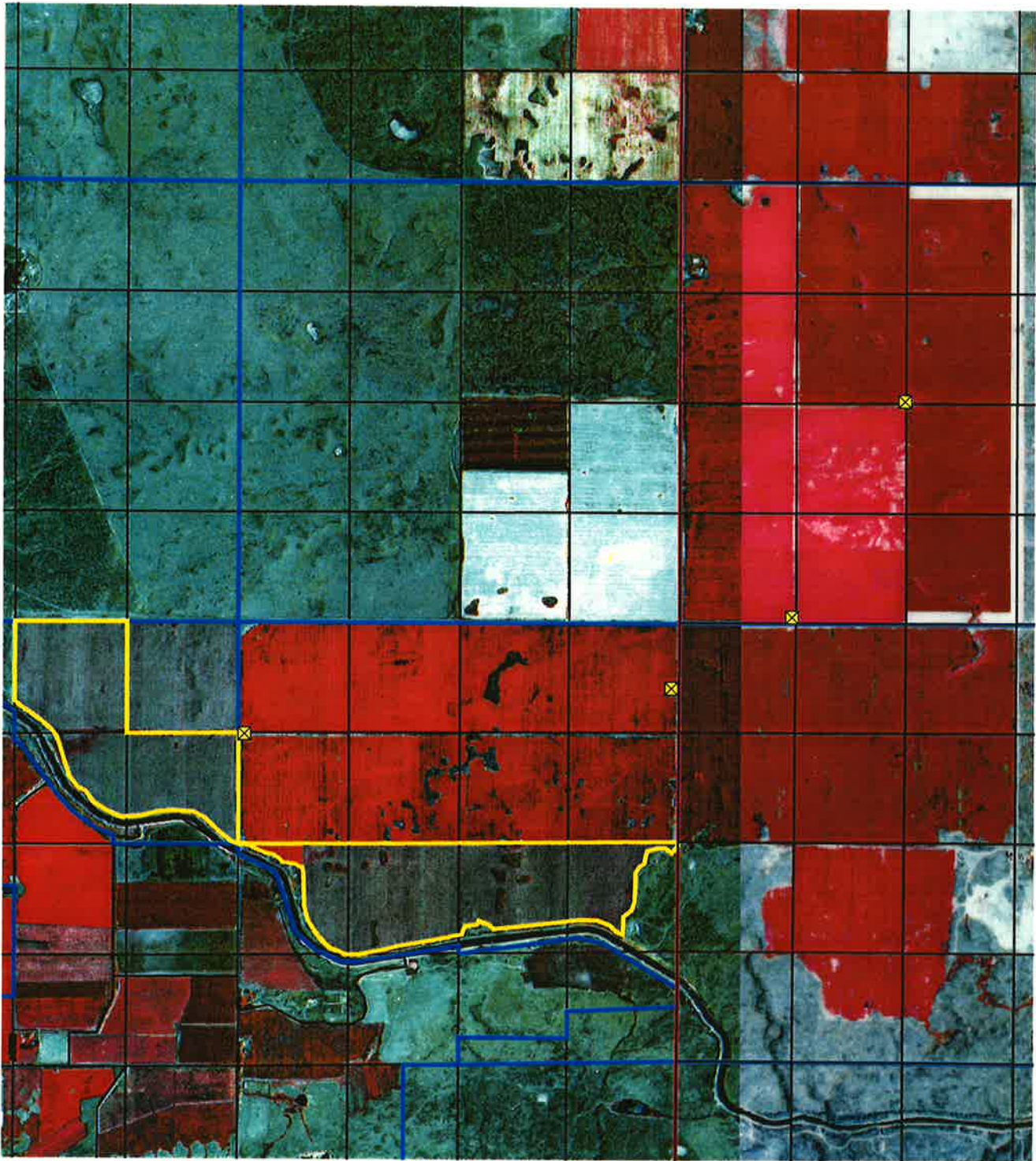
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: Beneficial Use

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

36-15506



-  Section Lines
-  Quarter/Quarter Lines
-  Place of Use
-  Point(s) of Diversion

2640 0 2640 Feet



GIS PLACE OF USE PRESENTATION
PHOTOGRAPHY: 1987 and/or 1988 NAPP
DATA ENTRY: 8/2003
DOUGLAS JONES

CLAIM NUMBERS

DATE

TRANSFER NUMBER

HOMESTEAD ENTRY NO.

AGENT

CLAIMED ACRE TOTAL

GEOGRAPHIC INFO ACRES

				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	95	20E	13									38	22			25	32		112
GIS												37	16			19	30		102
RECOM																			
CLAIM			14		36	13	35												84
GIS					38	14	31												83
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B45-DBPOU.SHP

DBF TABLES UPDATED:

B45-DBPOU.DBF

SHAPE NOS

B45-DBPOD.DBF

Claim 201
GIS 185

B45POD.SHP

NOS DESCRIPTION

JPEG LAYOUT

-2321 '57 well S13 NE NE
(26833) 3.88 cfs 319 ac S13 N½

-2349 '58 well S7 SWSW
(27320) 4.32 317 ac ^{SW} S7 + S18

-15506 '61 well All Limit to capacity of well ^{in S13} senior
to this right i.e. ^{3.88 cfs} ~~82 ac 2321~~

$$3.88 \times 488 = 1893$$

$$319 \text{ ac} + 185 \text{ ac} \times 4 \text{ cfs} = 2016 \text{ Limit vol} + 1893 \text{ cfs}$$

-2573 '63 well ; SWSW S13 95 20E
(31106) 3.96 (4.3 capacity) 198 ac S14, S2, S18
w/ 31737

-2578 '63 well SE NW S7
(31417) 4.71 238 ac S7

-2589 '64 well SWSW S13
(31737) 1.34 (4.3 capacity) 314 N½ S13
w/ 31106

W. KENT FLETCHER
ATTORNEY AT LAW

FLETCHER LAW OFFICE
1200 OVERLAND AVENUE
P. O. BOX 248
BURLEY, IDAHO 83318-0248
(208) 678-3250

FAX: (208) 878-2548

E-MAIL
wkf@pmt.org

November 14, 2003

Doug Jones
Southern Regional Office
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RECEIVED
NOV 17 2003
Department of Water Resources
Southern Region

RE: Water Right 36-15506 (H&P Farms)

Dear Mr. Jones:

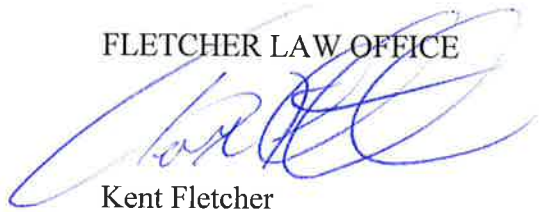
Enclosed for your information are copies of the leases for the ground owned by the State of Idaho and the Bureau of Reclamation pertaining to the above water right.

In addition, my client has reviewed the recommended water right and thought it was satisfactory.

If you have any questions please contact me.

Sincerely,

FLETCHER LAW OFFICE



Kent Fletcher

KF/kjh

Enclosures

pc: Jeff Hunt letter only

Vicki Kelly w/enclosures Paralegal Natural Resources Division - Water Resources Unit

Jones, Doug

From: Jones, Doug
Sent: Tuesday, August 12, 2003 3:21 PM
To: Brown, Roxanne
Subject: 36-15506, h&p farms

Hello Roxanne.

I am writing to get your take on my conclusions regarding this recommendation. There were 201 acres claimed, my GIS work found 185 and that is what I am recommending. Flow rate was more problematic to evaluate. Looking at the other licenses and recommendations found that the land must have been developed from the well licensed under 36-2321 and therefore I limited 15506 to that capacity (3.88) in combination with the license. IDWR has no information that the well in the SWNW S13, closest to the subject acres, was constructed before the permit for the well under 36-2573 was issued on 4/29/1963 (after the mandatory date). There was another well in the SWSW S7 T9S R21E licensed under 36-2349, but it was owned by another person and wasn't sold to Jones until after 1963.

All the licenses total 17.21 cfs and so the individual flow rate for 15506 is the pro rata amount for the total acres in the system divided into the 17.21 and times the 185 ac; and the volume is 185 ac @ 4 afa limited to 3.88 cfs X 488 af/cfs (based on a 246 day irr. season) = 1893 af. In the final analysis this is basically a non-subordinated enlargement.

Your email from earlier this year mentions some wrinkles relating to the long term lease with BoR. What might they be? Did I address them? I would love to hear back from you before I mail this as a preliminary to H&P Farms for feedback. Perhaps they can push back dates for well construction.

Doug



36-15506.jpg

Adjudication Recommendation Report 36-15506 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JEFF HUNT 380 S 1150 W HEYBURN, ID 83336 (208)678-4259
Current Owner	BRUCE PINCOCK 380 S 1150 W HEYBURN, ID 83336 (208)678-4259
Attorney	ALFRED E BARRUS PO BOX 487 BURLEY, ID 83318 (208)678-1155
Current Owner	H & P FARMS 380 S 1150 W HEYBURN, ID 83336 (208)678-4259

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

Location of Point(s) of Diversion

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
09S	20E	13									37.0	16.0			19.0	30.0			102.0
											L 1	L 2			L 6	L 5			

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 36-15506 V1

09S 20E 14	38.0	14.0	31.0				83.0
		L 3	L 4				

Total Acres: 185

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. 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.

Remarks:

1. Quantity USE OF THIS RIGHT WITH RIGHT NO. 36-2321 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.88 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1893 AF.
2. Quantity USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 17.21 CFS. COMBINED RIGHT NOS.: 36-2321, 36-2349, 36-2573, 36-2578, 36-2589 & 36-15506.

Comments:

1. rbrown 1/28/2002 disallowed
Comment: Evidence of Priority was requested in 1997 but never received.

Dates and Other Information:

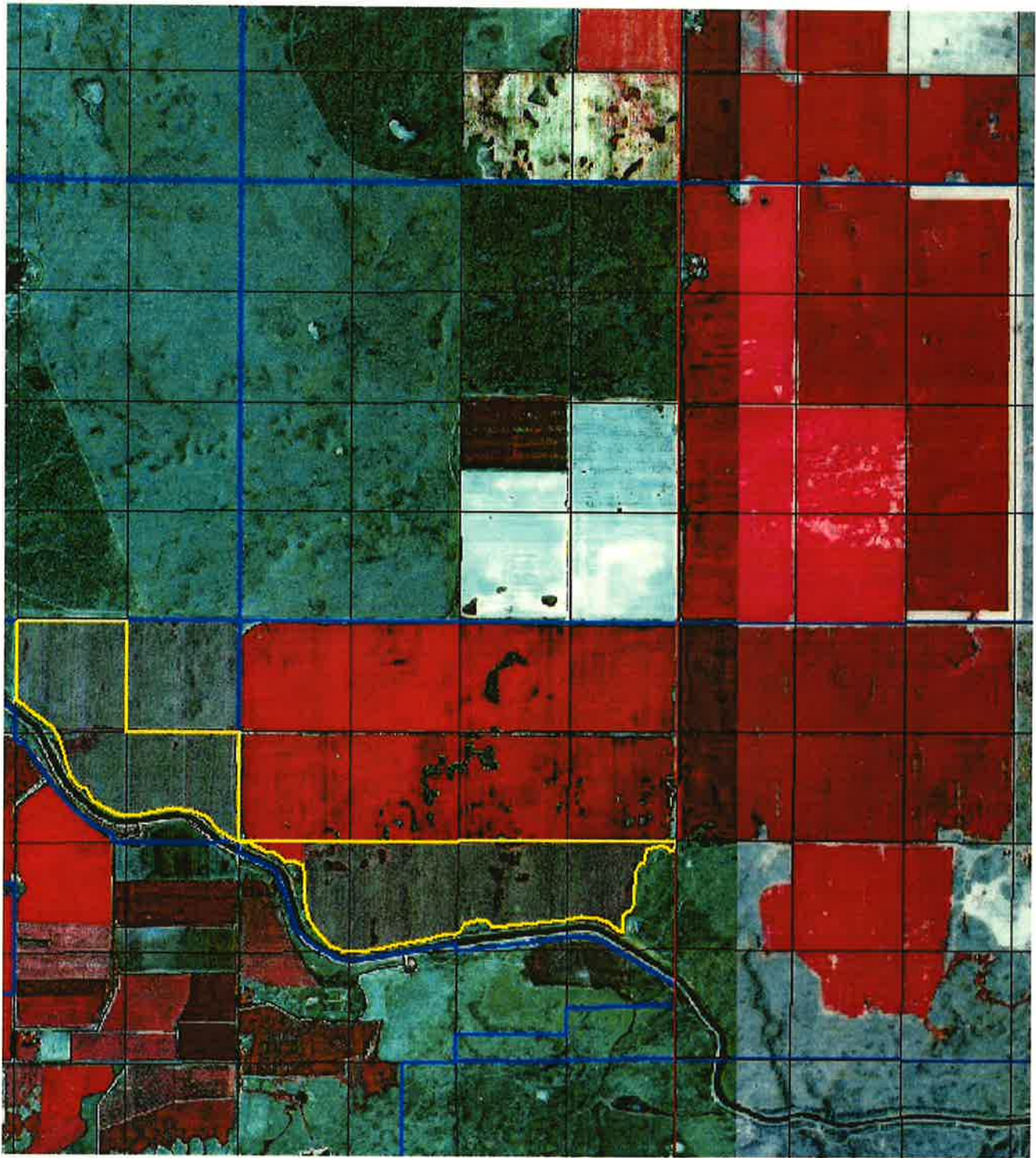
Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: AND
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan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

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 36-15506 V1

SubCase:

SubCase Number: 36-15506
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent: Roxanne Brown
Basis of Claim:
Date Filed: 5/3/2002 Objection Status: Active

36-15506



-  Section Lines
-  Quarter/Quarter Lines
-  Place of Use
-  Point(s) of Diversion

2640 0 2640 Feet



GIS PLACE OF USE PRESENTATION
PHOTOGRAPHY: 1987 and/or 1988 NAIP
DATA ENTRY: 8/2003
DOUGLAS JONES

Brown, Roxanne

From: Brown, Roxanne
Sent: Thursday, April 17, 2003 9:39 AM
To: Jones, Doug
Cc: Brown, Roxanne
Subject: 36-15506

Good Morning! The claim mentioned is a late BU irrigation claim, recommended to be disallowed in the 2/02 Director's Report of Late and Miscellaneous Claims. The water user had not submitted evidence of priority. An objection was filed by the water user and an affidavit has now been received supporting a priority date of 1961. The Court-ordered deadline for filing an SF5 was set this morning at hearing; that deadline is 10/02/2003.

We need someone to conduct the field exam. Could you let me know who can do that? I will work through some of the kinks with the assigned agent (this is BOR property irrigated under a long-term lease, with some potential wrinkles).

Do you want the original claim file?

Let me know if you have questions...Thanks!

RECEIVED

NOV 21 2002

Department of Water Resources

1 W. Kent Fletcher
2 FLETCHER LAW OFFICE
3 1200 Overland Avenue
4 P.O. Box 248
5 Burley, Idaho 83318-0248
6 (208) 678-3250
7 (208) 878-2548 - fax
8 ISB No. 2248
9 Attorney for JEFF HUNT, BRUCE PINCOCK, AND H & P FARMS
10

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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

Subcase No. 36-15506

Case No. 39576

AFFIDAVIT OF CALVIN JONES

STATE OF IDAHO

County of Cassia

)
) ss
)

Calvin Jones, being first duly sworn, deposes and states:

1. I am a resident of Eden, Idaho. I am a son of Henry Jones and Eunice Irene Jones, now deceased. I am personally familiar with the matters set forth in this Affidavit.

2. In 1961, Henry Jones and Eunice Irene Jones, operating under the name of Jones Livestock Feeding Company and/or Jones Land and Feed, leased real property from the United States Bureau of Reclamation. The real property is the same real property described on the Adjudication Recommendation Report 36-15506 attached as Exhibit A to this Affidavit (BOR Property).

3. I was involved with my parents farming operation from 1961 through 1974 and am familiar with the development of the BOR Property. In 1974, I took over management of Jones Livestock Feeding Company and/or Jones Land and Feed, and was responsible for farming the BOR Property.

1
2 From 1970 until 1979, I resided in a house located in the vicinity of the BOR Property.

3
4 4. My parents developed the BOR Property as farm ground. Commencing approximately A;
5 15, 1961, farming started on the BOR Property and has continued each and every year since 1961
6 through 2002.

7
8 5. In Section 13, there are approximately 91.4 acres and in Section 14 approximately 79.5 ac
9 of ground that have been continuously farmed since 1961.

10
11 6. The BOR Property has been irrigated since 1961 by ground water pumped from wells
12 located on adjacent ground. At the time of development, the adjacent ground was owned by my
13 parents, doing business as Jones Livestock Feeding Company and/or Jones Land and Feed. The poi
14 of diversion for irrigation of the BOR Property are as described on attached Exhibit A.

15
16 7. In 1986, Travelers Insurance took possession of our farming operation, which included th
17 right to farm the BOR Property. Travelers Insurance eventually transferred the right to farm the BO
18 Property to Don McFarland. Don McFarland continuously farmed the BOR Property until the right
19 farm that ground was transferred to H & P Farms.

20
21 8. From 1961 until 1986, when Travelers Insurance took possession of our farming operation
22 the BOR Property was planted with potatoes, grain, and alfalfa, on a rotation basis. The average
23 irrigation season commenced on or about April 1st of each year and ended on or about October 31st o
24 each year. Approximately 2.78 cfs of water was required to be diverted in order to irrigate the BOR
25 Property.

26
27 9. Although the types of crops grown on the BOR Property may have changed since 1986,
28 based upon my own knowledge, I know that the BOR Property has been farmed each and every year
since 1986.

DATED this 18 day of November, 2002.


Calvin Jones

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SUBSCRIBED AND SWORN to before me, this 18th day of November
2002.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commissioner expires 7/5/2008

CERTIFICATE OF MAILING

I certify that on November 19, 2002, I mailed the original and copies of the Affidavit of Calvin Jones, including all attachments, to the following persons:

1. Original to: Clerk of the District Court
Snake River Basin Adjudication
253 3rd Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707
2. Copies to: IDWR Document Depository
P. O. Box 83720
Boise, Idaho 83720-0098

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

United States Department of Justice
Environmental and Natural Resource Division
550 West Fort Street, MSC033
Boise, Idaho 83724

FLETCHER LAW OFFICE

Kent Fletcher
Attorney for Jeff Hunt, Bruce Pincock, and H & P Farr
P.O. Box 248
Burley, Idaho 83318-0248

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 36-15506 V1

WATER RIGHT NUMBER: 36-15506 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JEFF HUNT 380 S 1150 W HEYBURN, ID 83336 (208)878-4259
Current Owner	BRUCE PINCOCK 380 S 1150 W HEYBURN, ID 83336 (208)878-4259
Attorney	ALFRED E BARRUS PO BOX 487 BURLEY, ID 83318 (208)878-1155
Current Owner	H & P FARMS 380 S 1150 W HEYBURN, ID 83336 (208)878-4259

Priority Date: 04/15/1961

Basis:

Status: Disallowed

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To

4/01 to 10/31

Diversion Rate

2.780 CFS

Annual VolumeTotal Diversion:

2.780 CFS

Location of Point(s) of Diversion

GROUND WATER JEROME County	SE1/4SW1/4SW1/4	Sec. 7, Twp 09S, Rge 21E, B.M.
GROUND WATER JEROME County	NW1/4SW1/4NW1/4	Sec. 13, Twp 09S, Rge 20E, B.M.
GROUND WATER JEROME County	SE1/4SE1/4NW1/4	Sec. 7, Twp 09S, Rge 21E, B.M.
GROUND WATER JEROME County	SE1/4NE1/4NE1/4	Sec. 13, Twp 09S, Rge 20E, B.M.

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	20E	13									38.0	22.0			25.0	32.0			117.0

IDAHO DEPARTMENT OF WATER RESOURCES 01/28/2002
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: JEFF HUNT
380 S 1150 W
HEYBURN ID 83336

BRUCE PINCOCK
380 S 1150 W
HEYBURN ID 83336

H & P FARMS
380 S 1150 W
HEYBURN ID 83336

VERIFIED BY R. Brown

NO LAWFUL APPROPRIATION SHOWN.

ALFRED E. BARRUS

Attorney at Law
1918 Overland Avenue
P.O. Box 487
Burley, Idaho 83318
Telephone (208) 678-1155
FAX (208) 678-1166

May 30, 1997

RECEIVED
JUN 03 1997
Department of Water Resources
Southeast Region

Frank Hitchcock
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RE: H & P Farms

Dear Frank:

Enclosed please find the Notice of Claim to a Water Right Acquired Under State Law which has been signed by Bruce Pincock and Jeff Hunt, the owners of H & P Farms.

If you have any questions whatsoever, please contact me.

Very truly,



Alfred E. Barrus

AEB/rr
enc.

From: DWR03::SSHerman 6-MAR-1997 13:15:25.56
To: DWR60::DJONES
CC: SSHerman
Subj: 36-15506 / H&P FARMS

Howdy! While I was at lunch, Don took a phone call from Al Barrus, the attorney for H & P Farms Partnership. I followed standard procedure when I returned the original claim to Mr. Barrus, not knowing your office was going to send Mr. Barrus or his client, H & P Farms, a new computer-generated claim to sign in the organization block and have notarized.

Don agreed with me to have Mr. Barrus return the original claim to this office and explain the mixup.

So. I called Mr. Barrus and asked him to please return that original claim to me, and that your office was going to send him a new claim for his client's signature. I told him I wasn't sure whether you would send the new claim to H&P or to him. He seemed very nice!

I believe it was only yesterday I put your region copy of Don's letter to Mr. Barrus in the mail to you. (What a convoluted sentence THAT is!) Anyway, now you, too, know the whole story.

...Sal



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

March 4, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ALFRED E BARRUS
ATTORNEY AT LAW
PO BOX 487
BURLEY ID 83318

RECEIVED

MAR 05 1997

Department of Water Resources
Southern Region

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim #A36-15506
H & P Farms Partnership

Dear Mr. Barrus:

Notice of Claim to a Water Right #A36-15506 filed by your client, H & P Farms Partnership, was received from the SRBA Court recently. We have enclosed receipt #C038120 for the filing fee and late fee paid by your client. Please forward the receipt to H & P Farms Partnership for their records.

Staff in Southern Region have or will soon contact you and/or H & P Farms about correcting a signature problem with the claim.

Please contact me at 208/327-7862 if you have any questions.

Sincerely,

Donald V. Shaff
Manager, Adjudication Section

DVS:ss:region

Enclosures:

Original Notice of Claim #A36-15506
Receipt #C038120

ALFRED E. BARRUS

Attorney at Law
1918 Overland Avenue
P.O. Box 487
Burley, Idaho 83318
Telephone (208) 678-1155
FAX (208) 678-1166

RECEIVED

MAR 07 1997

Department of Water Resources

March 6, 1997

RECEIVED

MAR 14 1997

Department of Water Resources
Southern Region

State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720-9000

RE: Snake River Adjudication
Notice of Claim #A36-15506
H & P Farms Partnership

Dear Sir:

Pursuant to your request, please find enclosed the Notice of Claim to a Water Right which you requested.

Very truly,



Alfred E. Barrus

AEB/rr

FROM: Allen Merritt

Am

DATE: February 5, 1997

TO: Hunt / BOR / H & P Farms File

SUBJECT: Conversation with Al Barrus

On 1/31/97 Mr. Barrus, attorney for Hunt/ H & P Farms, visited with me regarding my recent letter to Mr. Hunt. Apparently they were meeting with Doug & Frank to file late claims in the adjudication. He was specifically concerned about irrigation of the lands this year in light of no record of a water right or adjudication claim being yet filed. In my letter I had warned that to use water without a right was a violation subject to \$100/day.

I told Mr. Barrus that since there seemed to be a color of a water right on the property and that adjudication claims were being pursued that I would not press the issue of a NOV at this time. I told him if that if the court did not recognize or allow the late claim then I might reconsider if they were irrigating the land.

A36-15506

A36-02321

ALFRED E. BARRUS

Attorney at Law
1918 Overland Avenue
P.O. Box 487
Burley, Idaho 83318
Telephone (208) 678-1155
FAX (208) 678-1166

RECEIVED

FEB 05 1997

Department of Water Resources
Southern Region

February 4, 1997

Douglas Jones
Water Rights Supervisor
Southern Regional Office
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

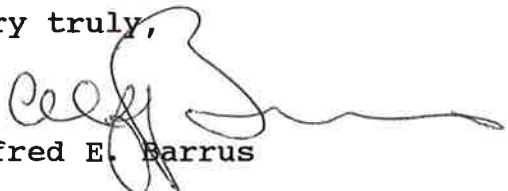
RE: H & P Farms

Dear Mr. Jones:

Enclosed please find a copy of a letter I sent to Allen Merritt of the State of Idaho Department of Water Resources. It is my understanding that my clients can go ahead and farm the Bureau of Reclamation ground this year.

If you have any questions, please contact me.

Very truly,


Alfred E. Barrus

AEB/rr
enc.

ALFRED E. BARRUS

Attorney at Law
1918 Overland Avenue
P.O. Box 487
Burley, Idaho 83318
Telephone (208) 678-1155
FAX (208) 678-1166

RECEIVED

FEB 05 1997

Department of Water Resources
Southern Region

February 3, 1997

Allen Merritt
State of Idaho
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

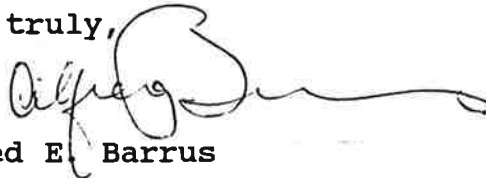
RE: H & P Farms

Dear Mr. Merritt:

On behalf of myself and my clients, I would like to thank your staff, particularly Frank Hitchcock and Douglas Jones, for their help and direction in getting our late claim filed with the court on the water right for the Bureau of Reclamation land. I also appreciate your taking the time to discuss the matter with me. Our late claim is now before the court and we have asked for an expedited hearing for February 18, 1997, at 1:30 p.m. It is my understanding that if the late claim is accepted and we are to continue to process the claim that H & P Farms can go ahead and farm the Bureau of Reclamation ground in the same manner that they have been doing for the last five years.

If there is anything more that we need to do, please let me know.

Very truly,



Alfred E. Barrus

AEB/rr
pc: H & P Farms

COPY

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A36-15506

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

IDWR Employee/Agent Frank Hitchcock

January 31, 1997 11:18am

NAME:

H & P FARMS

JEFF HUNT-PARTNER

BRUCE PINCOCK-PARTNER

RE:

FILE FOR WATER USE ON BOR
CONTRACT GROUND-APPT KEPT.
01-30-1997.

JEFF HUNT AND BRUCE PINCOCK CAME IN AT THE APPT TIME SET 01-29-97 BY THEIR ATTORNEY AL BARRUS WHO ACCOMPANIED THEM.

FH/DRJ DID THE REVIEW OF THE LICENSES AND THE CONTACTS WITH FH THROUGH 01-29-1997. DECISION WAS REACHED TO CLAIM BENEFICIAL USE FOR THE IRRIGATION OF THE BOR CONTRACT GROUND AS THEY NOW HAD SOME SOCUMENTATION INTO THE EARLY 1960S.

MADE OUT AN IRRIGATION CLAIM FORM WITH EXHIBITS AND WERE ASSIGNED A TEN-THOUSAND SERIES NUMBER FROM THE SYSTEM PROGRAM. CONTACTS WERE MADE BY FH WITH THE SRBA COURT REGARDING THE DOCKET SHEET AND THE EXPEDITED MOTION FOR CONSIDERATION. RESULTS WERE REVIEWED AND CLAIMANTS WROTE A CHECK FOR THE FILING AND LATE FEE PLUS THE CLAIMED ACREAGE THEY PUT DOWN IN THE CLAIM.

ATTORNEY BARRUS MET WITH ALLEN MERRIT REGARDING THE LETTER JEFF JUNT HAD RECIEVED FROM ALLEN TO DISCUSS THE APPLICATION OF WATER FOR THE PENDING IRRIGATION SEASON UNDER THIS LATE CLAIM. NO WORD ON THE OUTCOME OF THE DISCUSSION.

THEY LEFT FOR THE SRBA COURT SHORTLY AFTER NOON TO FIND OUT WHAT THEY HAD TO DO NEXT REGARDING MOTIONS AND AFFIDAVITS. THE CLAIM FILE IS IN DOUG JONES'S FILE CABINET WITH OTHER LATE CLAIMS FOR BASIN 36.

FH CALLED THE SRBA COURT THIS AM SHORTLY AFTER 8 AM AND NO MOTION WAS FILED YESTERDAY. AS OF THE TIME OF THIS MEMO THERE HAS BEEN NO FURTHER CONTACT IN THIS MATTER.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

January 6, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MR. JEFF HUNT
RT 1 BOX 1485A
HEYBURN, ID 83336

Dear Mr. Hunt:

Thank you for calling as a result of our conversation in this office several years ago.

I have your letter in front of me and will forward to the regional manager of our office along with my notes of our phone conference regarding water for the BOR ground that you have been using in the past five or six seasons.

As soon as I have some information I will call you as promised. It may take till later this month but I will calender a call to you two weeks from this date and let you know where we are with your questions.

If you have any other questions come up or different information from BOR please let me know. Please note the new address on the enclosed card. We're a long block west of the Sandpiper on Blue Lakes. The office is in what used to be the Avonmore space off of Fillmore.

Sincerely,

A handwritten signature in cursive script, appearing to read 'F. Hitchcock'.

Francis G. Hitchcock
Water Resource Agent Sr.

COPY

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO



RECEIVED

FEB 24 1997

Department of Water Resources

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
(208) 736-3011
FAX (208) 736-2121

SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

February 20, 1997

Mr. David Tuthill
Idaho Department of Water Resources
Post Office Box 83720
Boise, Idaho 83720-0098

36-15506

Re: SRBA Case No. 39576

Dear Mr. Tuthill:

On February 18, 1997, Judge Hurlbutt issued several orders granting *Motions to File a Late Notice of Claim*. The motions were filed by the following parties:

1. Wiley and Carolyn Smith, subcase 34-02303;
2. Melissa barter-Bradley, subcase 34-13559;
3. David and Anne Janssen, subcase 36-15498;
4. Richard Foote, subcase 36-15499; and
5. H & P Farms, subcase 36-15506.

I have enclosed copies of the Orders granting the motions for your reference.

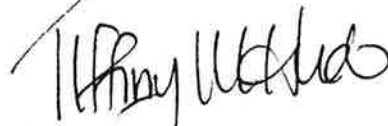
I have also enclosed the **original** *Notice of Claim to a Water Right Acquired Under State Law* for each of the above subcases. A check made payable to IDWR, is attached to each claim:

1. Check No. 0911, in the amount of \$100.00, from Wiley Smith (34-02303);
2. Check No. 10618, in the amount of \$108.00, from Harvey Walker (34-13559);
3. Check No. 5250, in the amount of \$25.00, from Anne Janssen (36-15498);
4. Check No. 2112, in the amount of \$25.00, from Richard Foote (36-15499); and
5. Check No. 1833, in the amount of \$301.00, from H & P Farms (36-15506).

Letter to Dave Tuthill
February 20, 1997
page two

Thank you and if you have any questions, please do not hesitate to call the SRBA Court at
(208) 736-3011.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tiffany M. Hudak". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tiffany M. Hudak,
Deputy Clerk of the Court
Snake River Basin Adjudication

36-15506

RECEIVED

FEB 24 1997

Department of Water Resources

DISTRICT COURT SRBA FIFTH JUDICIAL DISTRICT COUNTY OF TWIN FALLS STATE OF IDAHO	
FEB 18 1997	
BY _____	CLERK
DEPUTY CLERK	

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

Subcase 36-15506

Case No. 39576

ORDER GRANTING MOTION TO
FILE A LATE NOTICE OF CLAIM

A *Motion to File a Late Notice of Claim* was filed January 30, 1997, by Alfred Barrus, Attorney, on behalf of H & P Farms, in subcase 36-15506. Hearing on this matter was requested on an expedited basis and was held in conjunction with the SRBA Monthly Status Conference on February 18, 1997.

This Order memorializes the court's oral ruling. The court, after receiving no opposition to the motion and for good cause appearing, hereby **grants** the *Motion to File a Late Notice of Claim*.

IT IS SO ORDERED.

DATED February 18, 1997.



DANIEL C. HURLBUTT, JR.

Presiding Judge

Snake River Basin Adjudication

CERTIFICATE OF MAILING

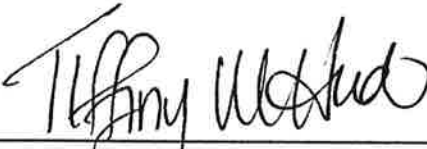
I certify that a true and correct copy of the **ORDER GRANTING MOTION TO FILE A LATE NOTICE OF CLAIM** was mailed on February 19, 1997, with sufficient first-class postage to the following:

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

The United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, Box 33
Boise, ID 83724

Idaho Department of Water Resources
P. O. Box 83720
Boise, ID 83720-0098

Alfred Barrus
Attorney at Law
P.O. Box 487
Burley, ID 83318



Deputy Clerk

TELEPHONE CONVERSATION

MEMORANDUM

✓ INCOMING CALL

OUTGOING CALL

RETURNING CALL

TO:

DATE:

FROM:

FILE:

FILE NO:

SUBJECT:

REMARKS:

ROUTING INSTRUCTIONS:

CALENDER DATES:

FH/ABH

10⁵⁰/11⁰⁰

H

01-29-97

AL BARRON'S FESQ.

H+P FARMS - JEFF HUNT

back ground... around
for my mailing -

usage back to 1965
-1426
purchase 6 yrs ago
contact made to previous owner

01-30-97 / Canceled on 1/30/97
10 AM / CW trash - leave
note THURS AM.

✓
Incoming Call

Outgoing Call

Returning Call

140 / 35 / 42

TO:

H

DATE:

01-27-1997

FROM:

Jeff Hunt

FILE:

H+P FARM - Jeff Hunt

FILE NO:

SUBJECT:

Verification from Box - met w/
lawyer / he called Box - they went over.

REMARKS:

AMNESTY STARTING late filing -
affidavits to state date of use - if lease
terminates Box keyed land - you
guys keep water.
Discussed Amended Claim - Box
suggested filing for a date. BY mandatory
permit on date (reviewed) discussed
motion to court if late claim; 1009A(6)?
for good cause sign-off. also,
lawyer can call anytime, Jeff too

ROUTING

INSTRUCTIONS:

CALENDAR

DATED:

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. BOR ISSUE

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

IDWR Employee/Agent Frank Hitchcock

January 27, 1997 8:22am

NAME:
JEFF HUNT

RE:
TELEPHONE CONFERENCE
01-24-1997; 5:20 PM.

TT-TCW; READ COPY OF LETTER RECD FROM ADM. CLAIMANT ASKED SEVERAL QUESTIONS RE: WHY SENT TO BOR AND DIDN'T EXPECT THIS KIND OF RESPONSE. I AGREED. EXPLAINED HE SHOULD GET COPY SHORTLY.

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. 36-02321 ET AL

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

IDWR Employee/Agent Frank Hitchcock

January 13, 1997 9:55am

NAME:
JEFF HUNT H&P FARMS

RE:
LETTER/MAP SENT-REVIEW

TF AT 9:17-TCW. REVIEW OPQ SENT FROM CLAIM 36-02321 AND FILE MEMO BY ADM 11-2--1990 IDENTIFYING BOR GROUND W/O WATER RIGHTS AND NOT PART OF RECCOMENDATION DURING 36 FILED REVIEWS.

CONFIRMED WITH HIM THAT HIGHLIGHTED GROUND NORTH OF THE MILNER-GOODING CANAL AS SHOWN IN 1990 FILE NOTE BY ADM IS THE GROUND THAT HAS BEEN LEASED BY H&P FARMS AND IS THE SUBJECT OF THE LETTER ASKING THOSE LEASING SUCH GROUNDS TO ID WATER RIGHTS USED AND TO BID FOR THE GROUND AFTER THE 1997 SEASON. COPY OF BOR LETTER IN FILE.

I WILL FORWARD TO REGIONAL MANAGER FOR DIRECTION AND LET JEFF KNOW THE OUTCOME ON 01-21-1997 IF NOT SOONER. DISCUSSED THAT HE MIGHT BE REFERRED TO SOMEONE ELSE IN ALLOCATIONS FOR FURTHER ASSISTANCE.

PHONE CALL CALENDERED FOR 01-21-1997.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 24, 1997

Jeff Hunt
H & P Farms
Rt 1, Box 1485-A
Heyburn, ID 83336

RE: Water Rights for Bureau of Reclamation (BOR) Leased Lands

Dear Mr. Hunt:

Frank Hitchcock, with our office, has provided me with a packet of information regarding water use on BOR lands in Sections 13 and 14, Twp.09S, Rge.20E, B.M. which I understand you presently lease or intend to lease. These lands appear to be the same lands which I visited in 1990 during my review of Snake River Basin Adjudication (SRBA) claims in the name of Don and Carol McFarland for adjoining land. At that time I contacted McFarlands & BOR and informed them that no water right claim or right existed for these BOR lands which had been irrigated from the McFarland well system. Since that time nothing has been filed in the SRBA to color a water right on these lands nor has any other action such as a transfer of other rights to these lands occurred. Presently our office has no record of any right to irrigate these lands.

Since no right or permit exists in our records I request your cooperation and the BOR's cooperation in:

- identifying what water right covers these lands if our records are not correct. (This may include filing a late claim in the SRBA)

- do not start the diversion of water from the wells to these lands if no water right exists.

- &/or obtain a valid permit or water right for these lands if you intend to irrigate these lands in 1997 or in the future.

Since the land is owned by BOR and leased by you, I do not know whose responsibility it is for filing or obtaining a water rights for these lands. By copy of this letter I am informing the BOR of the above concerns.

Please also note that to divert water in Idaho without a valid water right is illegal pursuant to §42-351, Idaho Code and subject to civil penalties of up to \$100 per day.

If you have questions regarding this matter please feel free to contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Allen Merritt", is written over the word "Sincerely,".

Allen Merritt, PE
Southern Region Manager

CC: Glen Saxton & Tim Luke - IDWR (State Office)
Steven Brawley - BOR (Burley)

INTER-DEPARTMENT MEMO

TO: JEFF HUNT

SUBJECT: BOR LEASE

FROM: FRANK HITCHCOCK

DATE: 01-10-1997

Here's the map from the field review of your well licenses.

Please look it over and call me with your comments / confirmation that this is the ground you are interested in.

I've made a copy and will have it here at hand. Please note our new address.

() For your information

() Response required

w/cad
PRINTER
map.

Frank H.
signature

20-Nov-1990 08:17

TO: FILE A36-02578, A36-02573, A36-02321 & A36-02349

FROM: ALLEN MERRITT

ON 11/15/90 I DID THE FIELD REVIEW OF THE ABOVE CLAIMS. AT THAT TIME I NOTED THAT THE FOUR WELLS ARE INTERCONNECTED AND THE SYSTEM APPEARS TO IRRIGATE LAND IN THE N1/2S1/2 OF SECTION 13 AND THE S1/2NE1/4 AND NW1/4NE1/4 OF SEC. 14 T09S, R20E. ABOVE THE MILNER GOODING CANAL IN ADDITION TO THE LANDS CLAIMED UNDER THE ABOVE CLAIMS.

LATER THAT DAY I WENT TO THE ASCS OFFICE AND FOUND THAT THESE LANDS BELONG TO THE USBR. ON 11/19 I PHONED MCFARLANDS AND TALKED TO A SECRETARY AND SHE INDICATED THAT THEY LEASE THESE LANDS. THESE LANDS DO NOT APPEAR TO HAVE ANY CLAIMS FILED ON THEM OR ANY RECORDED WATER RIGHTS.

THE ATTACHED MAP SHOWS THE LOCATION OF THE LANDS AND THE ACRES INVOLVED.



T9S, R20E

T9S, R21E

U.S. Bur. Reclamation Lands

col of maps
from -02321

shown as BOR land
in claim maps:

-02321
-02349
-02573
-02578
but not
-02589

SCALE 1:24000

2' 30" 1/40 1/41 1/42 1/43

MILE



IN REPLY REFER TO:

SRA-6313
LND-5.00

United States Department of the Interior

BUREAU OF RECLAMATION
Snake River Area Office - East Unit
1359 Hansen Avenue
Burley, Idaho 83318-1821

DEC 17 1996

RECEIVED

DEC 30 1996

Department of Water Resources
Southern Region

Jeff Hunt
Rt 1 Box 1485A
Heyburn ID 83336

Subject: Agricultural Lease

Dear Mr. Hunt:

During the next few months, we will review all agricultural leases in the Minidoka Project. As part of this review, Reclamation needs to determine whether these leases are in compliance with State and Federal water rights and to ensure there are no conflicts with Reclamation's unauthorized water use policy.

In the interim, Reclamation will extend your lease (Contract No. 1-07-14-LH189) through November 1, 1997. These leases are in the process of being reappraised to determine fair-market value. A bill will be sent separately for the updated one-year rental fee in early spring of 1997.

To continue this lease beyond 1997, or to compete for it in the next bidding process, will require you to submit a legal right to irrigate these lands. This information must be submitted to Yvonne Daniel or Dala Walton of this office (678-0461, extensions 31 and 23) by the end of April, 1997.

As part of the aforementioned review, Reclamation will also examine any alternatives, such as disposition in some very limited cases. One example for disposition would be where small islands of Reclamation lands are located within a private ownership.

If Reclamation determines that the agricultural use of this land cannot continue, the lessee will be required to seed the leased area

COPY

in the fall of 1997, in accordance with the terms of your current lease. We will contact you no later than September of 1997, concerning the future use of this land.

Sincerely,

Chris Ketchum (Acting)

Steven L. Brawley
Deputy Area Manager

cc: Manager, American Falls Reservoir District #2, P. O. Box "C",
Shoshone, ID 83352-0802

COPY

20-Nov-1990 08:17

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Sic

COPY

$$\frac{23194}{413}$$

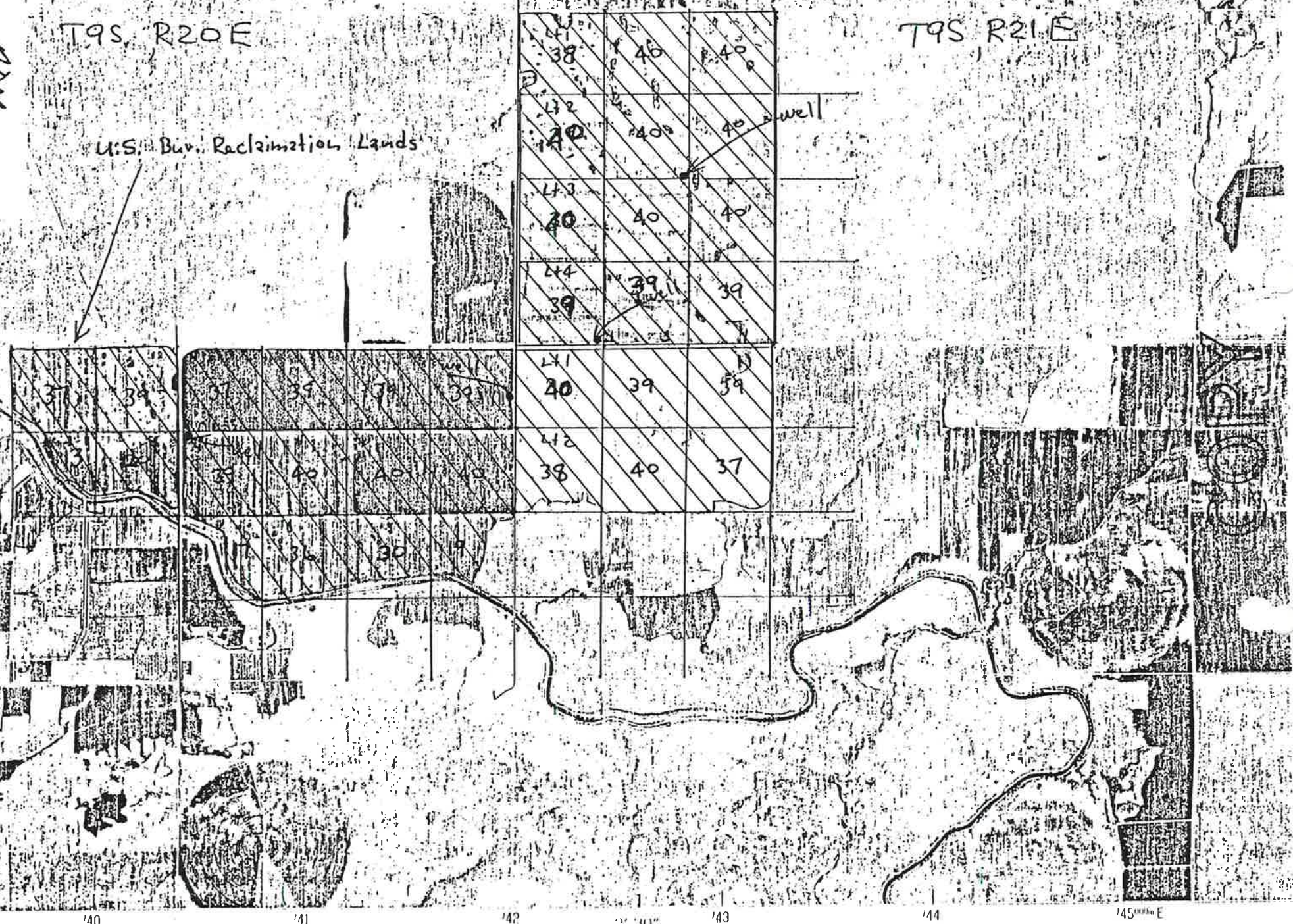

~ or .79 inch to one

ADW

T9S R20E

T9S R21E

U.S. Bur. Reclamation Lands



SCALE 1:24,000

1:24,000

T9S R20E

U.S. Bur. Reclamation Lands

T9S R21E

 36-02578

 36-02573

 36-02349

 36-02321 E

36-02580

'40

'41

'42

2' 30"

'43

'44

'45000m E

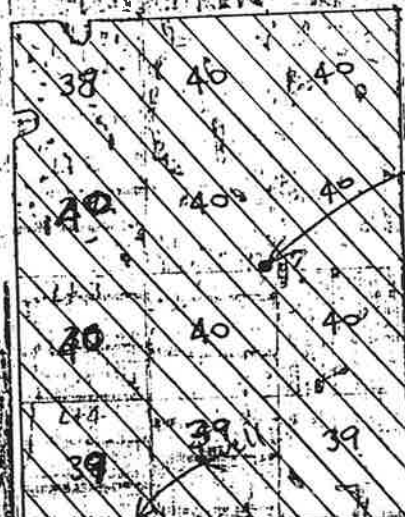
SCALE 1:24,000

1 MILE

T9S, R20E

T9S, R21E

U.S. Bur. Reclamation Lands



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1 MILE