

Σ012-28

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 37-2103
Date Received: 12/6/2007
Receipt No:
Received By:

AMENDED CLAIM:

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

1. Name of Claimant(s)

DANNY VANHORN Phone: (208) 764-2137

PO BOX 345
FAIRFIELD ID USA 83327

VALERIE VANHORN Phone: (208) 764-2137

PO BOX 345
FAIRFIELD ID USA 83327

RECEIVED

JUL 17 2009

DEPARTMENT OF
WATER RESOURCES

RECEIVED

AUG 11 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

2. Date of Priority: 02/05/1908

3. Source: SPRING, MC MAHAN CREEK, UNNAMED CREEK Trib. to: MC MAHAN CREEK,
THREEMILE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	13E	21	NW NE SE	CAMAS	
01N	13E	15	SE SW NE	CAMAS	
01N	13E	22	NE NW	CAMAS	

5. Description of diverting works:

HEADGATE AND DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	4.7	
DOMESTIC	01/01	12/31	0.02	

7. Total Quantity Appropriated is:
4.7 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	13E	22	NE	NW	IRRIGATION	22
			NW	NW	IRRIGATION	29
			SW	NW	IRRIGATION	36
			SE	NW	IRRIGATION	39
			NE	SW	IRRIGATION	39
			SE	SW	IRRIGATION	30
			NW	SW	IRRIGATION	25
					Section Acres	220
					Total Acres	220

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:

14. Remarks:

MC MAHAN CREEK KNOWN LOCALLY AS W. FK. THREEMILE CR. SOURCES ARE MC MAHAN CR. & SPRING.

RIGHT NO. 37-2131 IS ALSO DIVERTED THROUGH POINT OF DIVERSION FOR MC MAHAN CREEK DESCRIBED ABOVE.

15. Basis of Claim: License

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin

CERTIFICATE OF MAILING

I hereby certify that on this 16th day of July, 2009, I served a copy of the Amended Claim for 37-2103, by depositing same in the United States mail, postage prepaid, in an envelope, addressed to the following:

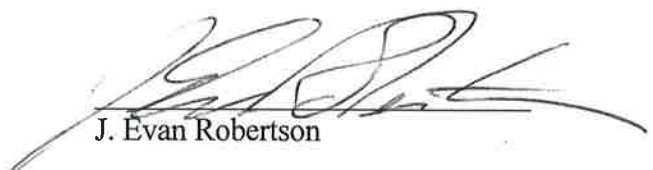
Original:

Director	☐	Hand Deliver
Idaho Dept of Water Resources	☒	U.S. Mail
P.O. BOX 83720	☐	Overnight Courier
Boise, ID 83720-0098	☐	Facsimile Transmission - 208-287-6700

Copies:

United States of America	☐	Hand Deliver
Represented by:	☒	U.S. Mail
David L. Negri, US Dept. of Justice	☐	Overnight Courier
Environment & Natl' Resources	☐	Facsimile Transmission
550 W Fort Street, MSC 033		
Boise, ID 83724		

United States of America	☐	Hand Deliver
Acting through the Dept of Interior	☒	U.S. Mail
BLM, Idaho State Office	☐	Overnight Courier
1387 S Vinnell Way	☐	Facsimile Transmission
Boise, ID 83709-1657		


J. Evan Robertson

SCANNED

JUL 21 2009

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
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PO BOX 345
FAIRFIELD ID USA 83327

VALERIE VANHORN Phone: (208) 764-2137

PO BOX 345
FAIRFIELD ID USA 83327

2. Date of Priority: 02/05/1908

3. Source: SPRING, MC MAHAN CREEK, UNNAMED CREEK Trib. to: MC MAHAN CREEK,
THREEMILE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01N	13E	21	NW	NE	SE	CAMAS	
01N	13E	15	SE	SW	NE	CAMAS	
01N	13E	22		NE	NW	CAMAS	

5. Description of diverting works:

HEADGATE AND DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	4.7	
DOMESTIC	01/01	12/31	0.02	

7. Total Quantity Appropriated is:
4.7 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	13E	22	NE	NW	IRRIGATION	22
			NW	NW	IRRIGATION	29
			SW	NW	IRRIGATION	36
			SE	NW	IRRIGATION	39
			NE	SW	IRRIGATION	39
			SE	SW	IRRIGATION	30
			NW	SW	IRRIGATION	25
					Section Acres	220
					Total Acres	220

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

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RIGHT NO. 37-2131 IS ALSO DIVERTED THROUGH POINT OF DIVERSION FOR MC MAHAN CREEK DESCRIBED ABOVE.

15. Basis of Claim: License

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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



Idaho Department of Water Resources

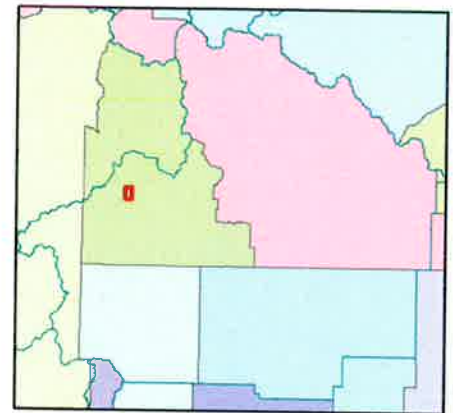
Adjudication Claim

37-2103

(IRRIGATION)

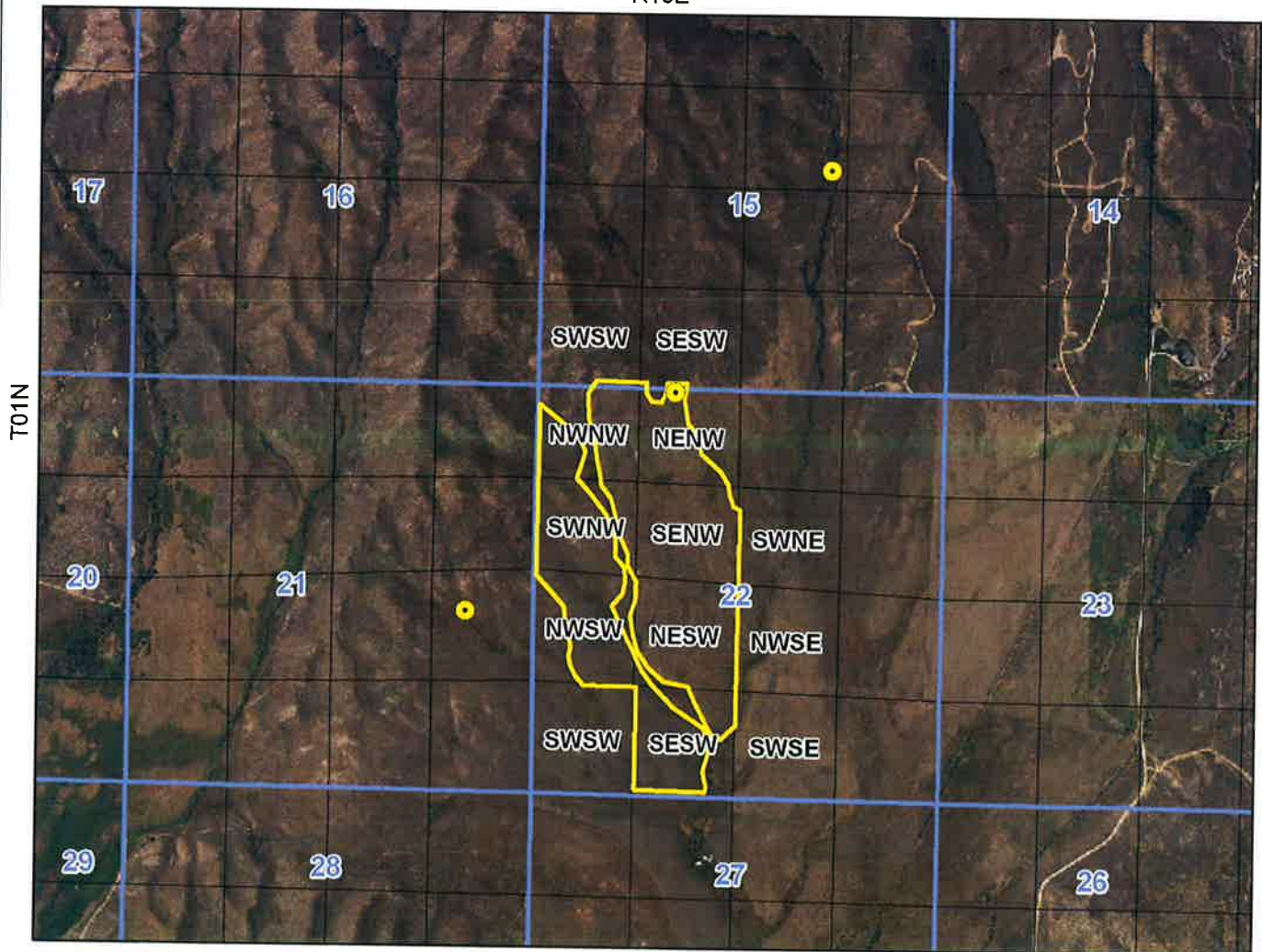
Legend

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



Camas County
IDWR Basin 37

R13E



Prepared by Steve Clelland
On July 02, 2009
2004 Aerial Photography

0 0.45 0.9 1.8 Miles

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 FORM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. Number 37-2103
Date Received
Receipt Number CD 86063

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) DANNY & VALERIE VANHORN Phone (208) 764-2135
Mailing Address PO BOX 345 FAIRFIELD, ID Zip 83327
2. Date of Priority (Only one (1) per claim) 02/05/1908
3. Source of water supply (a) MC MAHAN CREEK, & THREE MILE CREEK
which is tributary to (b) _____
4. a. Location of existing point of diversion is: Township 01N Range 13E Section 15,
1/4 of NW 1/4 of SE 1/4, Govt. Lot, B.M., County of CAMAS
Additional points of diversion if any: 01N 13E SEC 15 SWSW, AND 1N13E SEC 21 NESE
- 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. Headgate and ditches

SCANNED

FEB 28 2008

15. Basis of Claim (check one) ☒ Official Use ☐ Posted Notice ☐ License ☒ Permit ☐

If applicable provide IDWR Water Right Number 37-2103
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) _____

Date 11-14-07

Date 11-14-07

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

Of _____, Title _____, that I have signed the foregoing

Document in the space below as _____ Organization _____ 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 Camas) ss.

Subscribed and sworn (or affirmed) before me this 14th day of November, 20 07.

Notary Public [Signature]

Residing at Fairfield

My Commission Expires 5-6-2010



Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, JEVAN ROBERTSON 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 [Signature]

Address PO Box 1906 Twin Falls ID 83303

Date 11-14-07

Last Name _____ Ident. Number _____

SCANNED

FEB 28 2008

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No.(s)	Adjudication Claim No.(s)	Split	Water Right No.(s)	Adjudication Claim No. (s)	Split
<u>37-2103</u>	<u> </u>	☐	<u> </u>	<u> </u>	☐
<u> </u>	<u> </u>	☐	<u> </u>	<u> </u>	☐
<u> </u>	<u> </u>	☐	<u> </u>	<u> </u>	☐
<u> </u>	<u> </u>	☐	<u> </u>	<u> </u>	☐
<u> </u>	<u> </u>	☐	<u> </u>	<u> </u>	☐

2. The following REQUIRED information must be submitted with this form:
- A. The appropriate FILING FEE. See instructions for fee amounts.
 - B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): HUGH MC MAHAN
CORRAL ID 83322
4. New Owner/Claimant(s): DANNY & VALERIE VANHORN
New Mailing Address: PO BOX 345
City, State, Zip Code: FAIRFIELD, ID. 83327-0345
New Telephone Number: (208) 764-2139
5. Date you acquired the property: AUGUST 31 2005

SCANNED

FEB 28 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

7. Signature of New Owner(s) or Claimant(s):
(include title, if applicable)

DV-H
USL Jan Horn

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

FOR OFFICE USE ONLY

Received by: _____	Date: _____	Fee: _____
Received by: _____	Date: _____	Receipt No: _____
Processed by: _____ AJ	Date: _____	WR: _____ Date: _____

SCANNED

FEB 28 2008

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

06/10/2005

WATER RIGHT NO. 37-2103

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HUGH MC MAHAN CORRAL, ID 83322

Priority Date: 02/05/1908

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MC HAN CREEK SPRINGS	THREEMILE CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	/	/	6.3 CFS	
DOMESTIC	/	/		
Total Diversion			6.3 CFS	

Location of Point(s) of Diversion:

SWSW	Sec. 15	Township 01N	Range 13E	BLAINE County
NWSE	Sec. 15	Township 01N	Range 13E	BLAINE County
NESE	Sec. 21	Township 01N	Range 13E	BLAINE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

NOT MOLINE

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01N	13E	21		NENE	40									
		22		NENW	40		NWNW	40		SWNW	40		SENE	40
				NESW	40		NWSW	40		SESW	40			

Place of Use Legal Description: DOMESTIC same as IRRIGATION

SCANNED

Total Acres: 320

Conditions of Approval:

1. MC HAN CK. KNOWN LOCALLY AS W. FK. THREEMILE CK. SOURCES ARE MC HAN CK. & TWO SPRINGS.

Dates:

Licensed Date: 05/08/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 37C

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

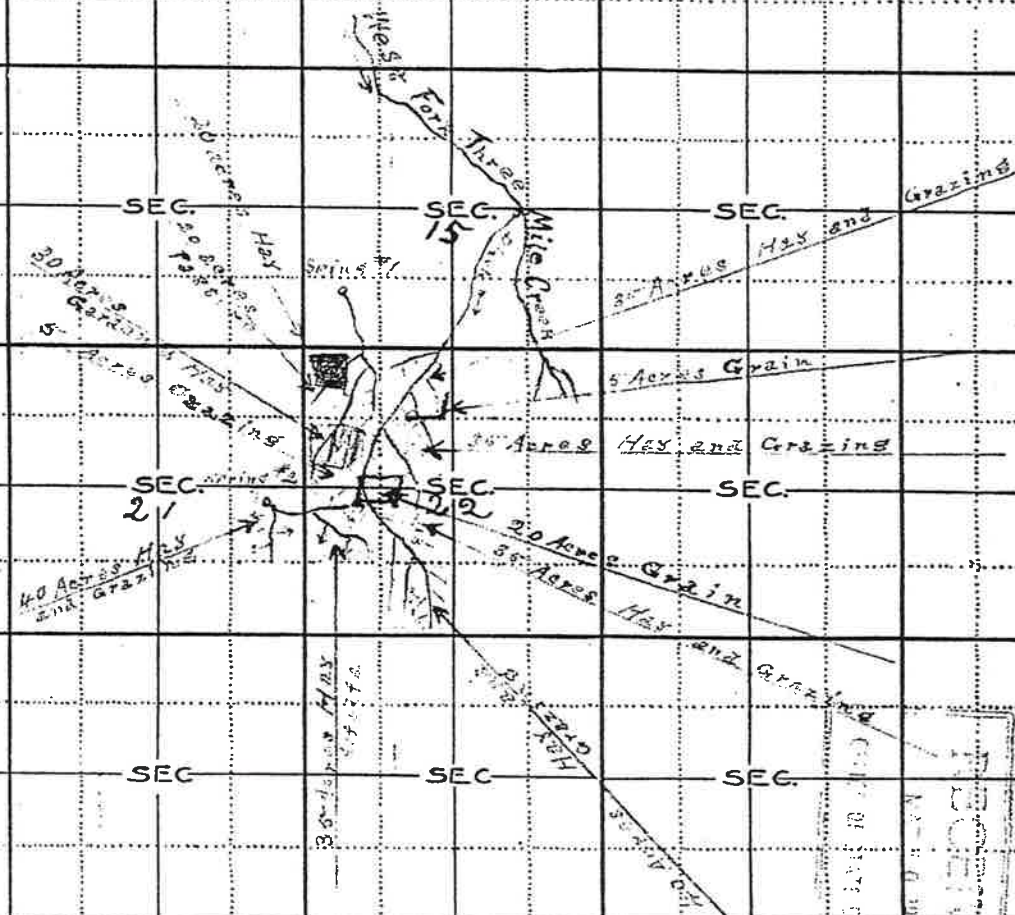
SCANNED

FEB 28 2008

Permit No. 3407.

Hugh McMahon.
T. 1 N., R. 13 E., B. 4.

SEC. 15
Examined by H. L. Childs Oct 30, 1907.



3407



Blaine County *
West Fork Three Mile Creek *
Springs Nos. 1 & 2 *
6.3 sec. ft. *
Irrigation *
Priority- 2-5-08 *

STATE OF IDAHO

Water License No. 3407.

WHEREAS, On the 5th day of February, A.D.1908, HUGH McMAHAN of Corral, County of Blaine and State of Idaho, duly made application (No.4804) to me for a permit to use 6.3 cubic feet per second of the waters of West Fork of Three Mile Creek & two springs, County of Blaine, State of Idaho, for irrigation and domestic purposes; and

WHEREAS, On the 8th day of February, A.D.1908, Permit No.3407, was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 8th day of August, A.D.1908, and for the application to beneficial use of said water on or before the 8th day of August, A.D.1908, and,

WHEREAS, On the 7th day of March, A.D.1908, the holder of said permit duly made proof of the completion of adequate works for the diversion of 6.3 cubic feet per second of said waters, as evidenced by my Certificate No.3407, dated March 13,1908, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 6.3 cubic feet per second of water, with date of priority of February 5,1908, and,

WHEREAS, On the 7th day of March, A.D.1908, proof was duly made of the application to beneficial use of 6.3 cubic feet per second of said water;

NOW, THEREFORE, by virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to HUGH McMAHAN of Corral, Idaho, the holder and owner of said Permit No. 3407, a perpetual right, dating from February 5,1908, to the use of 6.3 cubic feet per second of the waters of West Fork Three Mile creek & two springs, in the County of Blaine and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point on West Fork Three Mile Creek in NW4 SE4 Section 15; from Spring No.1 in SW4 SE4 Section 15 and from Spring No.2 in NE4 SE4 Section 21, Township 1 North, Range 13 E.B.M. and conducted to and upon (160 acres in the NW4; 80 acres in N2 SW4; 40 acres in SE4 SW4 Section 22; 40 acres in NE4 NE4 Section 21, Township 1 North, Range 13 East of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and the seal of my office at Boise, Idaho, this
thirteenth day of March, A.D. Nineteen Hundred and eight.

(SEAL)

Recorded March 13,1908.

Jas. Stephenson, Jr.

State Engineer.

SCANNED

FEB 28 2008

37 1108

No. 4804.

37-2103

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant: Hugh McMahen.

Postoffice address: Corral

County: Blaine State: Idaho.

2. The quantity of water claimed is six $3/10$ cubic feet per second.

3. Source of water supply: 6 second ft. West Fork Three Mile Creek. $2/10$ second ft. Spring No 1 and $1/10$ second ft. Spring No. 2.

County of Blaine.

4. Location of point of diversion : West Fork Three Mile creek NW $1/4$ SE $1/4$ sec. 15 Spring No. 1 SW $1/4$ SW $1/4$ Sec. 15- Spring No. 2 NE $1/4$ SE $1/4$ Sec. 21 T. 1 N. R. 13 E.

5. To be used for:

I. Irrigation and domestic use: yes.

(a) Amount of land to be irrigated: 320 acres.

(b) In the following legal subdivisions: NW $1/4$ sec. 22- NE $1/4$ SW $1/4$ Sec. 22 SE $1/4$ SW $1/4$ Sec. 22 and NE $1/4$ SE $1/4$ Sec. 21 T. 1 N. R. 13 E. P. M.

6. Estimated cost of works: \$500

7. Description of works for diversion:

I. Kind of works: $1\frac{1}{2}$ miles ditch from West Fork Three Mile creek, $\frac{1}{2}$ mile ditch from Spring No. 1, $\frac{1}{2}$ mile ditch from spring No 2.

II. Dimensions of works:

(c) Size of headgate: Width 2 feet, height $1\frac{1}{2}$ feet.

(d) Conduit Ditch, width at bottom $1\frac{1}{2}$ feet, width at water line 2 feet, depth of water $3/4$ feet. Average grade per mile is 15 feet. Length of ditch is $1\frac{1}{2}$ miles, $\frac{1}{2}$ mile and $\frac{1}{2}$ mile and it crosses the following quarter sections: West Fork Three Mile creek SE $1/4$ Sec. 15 NW $1/4$ Sec. 22 E $1/4$ SW $1/4$ Sec. 22 Spring No. 1 SW $1/4$ SW $1/4$ Sec. 15- Spring No. 2 NE $1/4$ SE $1/4$ Sec. 21 - T. 1 N. R. 13 E. to land described in 5 I (b) above which is the point of intended use.

8. Time required for the completion of the construction of such work is 1 month.

9. Time required for the complete application of the water to the proposed use is 1 month.

BE IT KNOWN That the undersigned hereby makes application for a permit to appropriate the public waters of the State of Idaho as herein set forth.

Hugh McMahen.

Applicant.

Remarks: I wish to prove up completion of works also application of water at once or as soon as same is legally advertised.

APPROVAL OF STATE ENGINEER.

The number of this permit is 3407.

Date of first receipt of application 9.a.m. February 5, 1908.

Recorded in Book 10 Page 3407. Approved February 8, 1908.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho and hereby grant the same, subject to the following limitations and conditions:

Work to begin on or before April 8, 1908, and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.

One-fifth of the work above specified to be completed on or before May 8, 1908.

The whole of said work to be completed on or before August 8, 1908.

The time for proof of beneficial use of water appropriated in accordance herewith, to extend to August 8, 1908.

Witness my hand this eighth day of February 1908.

Jas. Stephenson, Jr.,

State Engineer.

Blank notices of proof of completion and beneficial use mailed applicant.

Notices received fixing March 7, 1908, as date and Soldier, Idaho, as place of proof.

Notice for publication mailed Camas Prairie Courier February 10, 1908.

Deposition blanks mailed applicant February 10, 1908.

H.L. Childs authorized February 10, 1908, to make examination of works.

His report received March 10, 1908.

Affidavit of publication, depositions and fees received March 10, 1908.

Certificate and license issued March 13, 1908.

Permit No. 3407

CERTIFICATE OF COMPLETION OF WORKS.

To All Whom it May Concern:

This is to certify that HUGH MCMAHAN of Corral, County of Blaine and State of Idaho, the holder of Permit No. 3407, issued upon Application No. 4604, bearing date of priority of February 5, 1908, authorizing the diversion of 6 second feet of the waters of West Fork of Three Mile Creek; .2 of 1 second foot from Spring No. 1 and .1 of 1 second foot from Spring No. 2, County of Blaine, State of Idaho, for irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 6.3 second-feet of the waters of West Fork of Three Mile Creek and two springs;

SCANNED

FEB 28 2008

that the point of diversion of said waters is from West Fork of Three Mile Creek in Northwest quarter of Southeast quarter (NW4 SE4) Section 15; from Spring No.1 in Southwest quarter of Southwest quarter (SW4 SW4) Section 15; and from Spring No.2 in Northeast quarter of Southeast quarter (NE4 SE4) Section 21, Township 1 North, Range 13 East of Boise Meridian, and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: Northwest quarter; North half of Southwest quarter (N2 SW4); Southeast quarter of Southwest quarter (SE4 SW4) Section 22; Northeast quarter of Southeast quarter (NE4 SE4) Section 21, Township 1 North, Range 13 East of Boise Meridian.

Witness my hand this thirteenth day of March, A.D.1908.

Jas. Stephenson, Jr.

State Engineer.

License issued for 63 second feet
page 2 to

JOHN B. BUREAU, CLERK, STATE, FEB. 11, 1908

RECORDED WITH A. P. T. CO., TACOMA, WASH.

WRD417

WATER RIGHTS PROOF READING REPORT

05/16/85

PAGE 1

WATER RIGHT NUMBER 37-2103 ✓

OWNER LAST NAME - MC MAHAN

FIRST NAME - HUGH

ORIG OWNER -

ADDRESS LINE 1 -

ADDRESS LINE 2 -

ADDRESS LINE 3 -

CITY - CORRAL

STATE - ID ZIP CODE - 83322

SOURCE - MC HAN CREEK ✓

TRIBUTARY OF - THREEMILE CREEK ✓

SOURCE - SPRINGS ✓

TRIBUTARY OF -

STAGE - LICENSE

STATUS -

PRIORITY - 02-05-1908 COUNTY - BLAINE

TOTAL DIV. RATE - 6.3000 -CFS

TOTAL DIV. VOLUME - .00 AFA TRFR/AMEND -

WATER DIST. - 37C DLE/CAREY ACT -

RIGHT BASIS -

DIVERSION POINT - NWSW 15 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 2.2

SWSW 15 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 0.6

NESE 21 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 0.7

FROM - TO - USE - IRRIGATION

USE DIV. RATE - 6.3000 CFS USE DIV. VOLUME - .00 AFA

FROM - TO - USE - DOMESTIC

USE DIV. RATE - .0000 CFS USE DIV. VOLUME - .00 AFA

USE - IRRIGATION

PLACE OF USE - TWN 01N RNG 13E SEC 21

TRACT NENE LOT

AC 40

USE - IRRIGATION

PLACE OF USE - TWN 01N RNG 13E SEC 22

TRACT NENW LOT

AC 40

TRACT NWNW LOT

AC 40

TRACT SNNW LOT

AC 40

TRACT SENW LOT

AC 40

TRACT NESW LOT

AC 40

TRACT NWSW LOT

AC 40

TRACT SESW LOT

AC 40

USE -

PLACE OF USE - TWN RNG SEC

DECREASE NAME -

REMARKS - MC HAN CK. KNOWN LOCALLY AS W. FK. THREEMILE CK.

DATE -

TOTAL ACRES 320

SOURCES ARE MC HAN CK. & TWO SPRINGS.

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE - PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. - 3407

PROOF MADE - FLD EXAM - COND. OF APPROVAL -

DIVERSION MEANS -

SCANNED
FEB 7 11 2008

3/79

IDENT. NO. 37-2103

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]

Western District Office

July 24, 1972

RE: 37-2025, 37-2103, 37-7021, 37-2023, 37-2131,
37-2048, 37-2157, 37-2786, 37-2076

Mr. Peter Jans
Box 688
Ketchum, Idaho 83340

Dear Mr. Jans:

Pursuant to your request, you will find enclosed copies of the permits and licenses that we have recorded on Three Mile Creek and Willow Creek.

The fee for these copies will be \$4.20.

If you should have any further questions, please feel free to call us.

Sincerely,

DORIAN CLAY
Water Resource Examiner

DC:mkp

Enclosures

37 2103

SCANNED

FPA 2 8 2000

SOLDIER, IDAHO, March 7th, 1908

Mr. Jas. Stephenson, Jr.,
State Engineer, Boise, Idaho.

Permit No. 3407, Hugh McMahan.

Sir:-

Herewith find proofs of Application and Completion of Works, Hugh McMahan. Mr. W. S. Walker, of Boise, will call at your office and pay the required fees.

Inclosed is report of my examination. McMahan has several large tracts in alfalfa, but designates all such as hay: All the ditches are as reported in the depositions.

N.W.1/4 N.W.1/4	Sec.22,	40 acres Hay and Grazing.	Water applied to each acre
N.E.1/4 N.W.1/4	..	35 acres ..	.. and 5 acres Grain, water applied to each acre.
S.W.1/4 N.W.1/4	..	5 acres Grain, 5 acres Garden, 30 acres Hay and Grazing,	water applied to each acre.
S.E.1/4 N.W.1/4	..	5 acres Grain, 35 acres Hay and Grazing,	water applied to each acre.
N.W.1/4 S.W.1/4	..	5 acres Grain, 35 acres Hay,	water applied to each acre.
N.E.1/4 S.W.1/4	..	5 acres Grain, 35 acres Hay and Grazing,	water applied to each acre.
S.E.1/4 S.W.1/4	..	40 acres Hay and Grazing,	water applied to each acre.
N.E.1/4 S.E.1/4	Sec.21,	40 acres Hay and Grazing,	water applied to each acre.

Very respectfully,

H. L. Childs

3407

SEC. _____ SEC. _____ SEC. _____

[illegible]

5407

March 17, 1895

一九四〇

DECLASSIFIED

8007 8 7 2008

CRP-1 (01-50-97)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CR 16 025	3 C/D	2. SIGN-UP NUMBER 15
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 109		4. ACRES FOR ENROLLMENT 156.9
		5. FARM NUMBER 11		6. TRACT NUMBER(S) 13
7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code) Gooding/Camas FSA Office 219 University Ave Gooding, ID 83330 934 8472		8. OFFER (Select one) STANDARD ENVIRONMENTAL PRIORITY	☒ ☐	9. CONTRACT PERIOD FROM (M/D/Y) TO (M/D/Y) 10-1-97 9-30-2007

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP				
In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.				

11A. Rental Rate Per Acre	\$ 32.21	12. Identification of CRP Land				
B. Annual Contract Payment	\$ 5054	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
C. First Year Payment	\$	13	4		21.0	
(Item 11C applicable only to continuous signup when the first year payment is prorated.)			5	CP4D	7.0	1508
			6	CP23	15.8	501

13. OWNERS, OPERATORS, AND TENANTS	
A. OPERATOR NAME AND ADDRESS	SOCIAL SECURITY NUMBER
John Moline P O Box 222 Gooding, ID 83330	510-38-5653
.333%	SIGNATURE John R Moline DATE 4-4-97
B. OWNER NAME AND ADDRESS	SOCIAL SECURITY NUMBER
Robert C Moline P O Box 451 Gooding, ID 83330 0451	510-38-5651
.333%	SIGNATURE Robert C Moline DATE 6/18/97
C. NAME AND ADDRESS	SOCIAL SECURITY NUMBER
Caroleann Basterrechea 714 Locke Ave Gooding, ID 83330	510-38-5655
.333%	SIGNATURE Caroleann Basterrechea DATE 6-18-97

14. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE Wesley C. C. C.	DATE 9/29/97
---	--	-----------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information may result in the loss of certain program benefits and other financial assistance administered by USDA agency. This information is not to be used for any other purpose. Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Send comments regarding this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Office, Washington, DC 20250. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, sex, or handicap.

ROBERT C MOLINE
PHONE - 934-4210

CAROLE ANN BASTERRECHEA
PHONE - 934-5404

ORIGINAL - COUNTY OFFICE COPY

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1 DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A CRP contract or CRP-1 means the program documents including the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B Current agricultural market value for offer evaluation purposes means the amount in dollars per acre, determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, paid for dryland cropland at the time at which this contract is signed by the participant.
- C Vegetative cover means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2 ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, the easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By applying for the CRP contract, the participant certifies as a condition for payment that no such restrictions apply to such land, except as agreed otherwise, in writing, by CCC.

3 RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.

SCANNED

SEP 28 2008

- B Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

4 AGREEMENT

- A The participant agrees:

- (1) That the applicable CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that, liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible cropland into the CRP for a period of 10 crop years, or as agreed to by CCC for a longer period not to exceed 15 crop years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of trees or forage or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the COC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting season for wildlife, except as approved by CCC;
- (10) To annually file required forms requested by CCC for payment limitation determinations;
- (11) During the life of the CRP-1, to not produce an agricultural commodity on highly erodible land, in a county which has not met or exceeded the acreage limitation requirement of 7 CFR Part 1410, which the participant has acquired or may acquire on or after November 28, 1990, unless such land, as determined by CCC, has a history in the most recent 5-year period of producing an agricultural commodity other than forage crops; and

- (12) Any payment or portion thereof due any producer will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. Government shall be made prior to making any payments to producers or their assigns.

B CCC agrees, subject to the availability of funds, to:

- (1) Share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) Pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) Pay to the participant, to the extent required by CCC regulations, an interest penalty on cost-share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, the payment is due;
- (4) At the time of contract expiration or termination, reinstate the allotment or quota, required to be reduced for participation in the CRP, subject to the regulations governing Federal farm programs except that in no case may such reinstated allotments or quotas exceed the amount that would have been applicable had there been no CRP contract;
- (5) Make annual rental payments after October 1 of each year of the contract period.

5 CONSERVATION PLAN

A Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.

B By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed in item 12 of Form CRP-1.

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FEB 28 2008

6 COST-SHARE PAYMENTS

- A** Subject to the availability of funds, cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC, with the county committee.

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A** Payments shall be not be paid under this CRP contract if CCC determines that:
 - (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
 - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
 - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
 - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B** After this CRP contract is approved, the operator or tenant may, if approved by CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:
 - (1) leaves the farm voluntarily or for some reason other than being forced off the farm by the landlord or operator in anticipation of, or because of, participation in the program;

- (2) fails to maintain the tenancy, as determined by CCC, throughout the CRP contract period;
- (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
- (4) dies during the term of this CRP contract and the administrator of the tenant's estate (or a similar person with authority to administer the affairs of the tenant) fails to succeed to this contract within the time required by CCC;
- (5) was removed for cause, as determined by CCC.

C The removal of an operator or tenant from the agreement shall not release the tenant from liabilities for actions arising before such removal.

8 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 9 of this Appendix.
- B Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrows from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C The remedies provided under paragraph 8A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

9 LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract as prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

10 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

11 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in the CRP contract.

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FEB 28 2008

12 TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

13 CONTRACT MODIFICATIONS

A CCC may modify this CRP contract to add, or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed measure has deteriorated because of conditions beyond the control of the participants;
and
- (3) Another practice will achieve at least the same level of environmental benefits.

B Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.

14 EFFECTIVE DATE AND CHANGES TO CONTRACT

The CRP contract is effective when, as determined by CCC, it has been signed by the participants, and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised except by mutual agreement between the parties. Within the dates established by CCC, the CRP contract must be signed by all required participants.

In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

15 REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, sexual orientation, or disability.

3. FARM. NO.

4. PAGE

2 OF 2

CONTRACT PERIOD

EASEMENT PERIOD

ORIGINAL - COUNTY OFFICE COPY

FEB 28 2008

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Gooding/Camas FSA Office
219 University Ave
Gooding, ID 83330

934 8472

1. ST. & COUNTY CODE & C/D 16 0	2. SIGN-UP NUMBER 15
3. CONTRACT NUMBER 109	4. ACRES FOR ENROLLMENT 156.9
5. FARM NUMBER 11	6. TRACT NUMBER(S) 13
8. OFFER (Select one) STANDARD ENVIRONMENTAL PRIORITY	9. CONTRACT PERIOD FROM (M/D/Y) TO (M/D/Y) 10-1-97 9-30-2009

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable withdrawal thereto. CRP-2; i

I S ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; iation.

10. OFFER FOR PERMISSION TO ALLEY CROP

Alley Cropping. I/we submit an offer of \$ per acre reduction, from the al rental payments for permission to produce agricultural commodities on eligible acres in cropping set out in the applicable regulations. I/we understand that for each year of the CRP reduced by the amount agreed to above, which reduction must be a reduction of at least 50

In ord
amou
accor
contr
perce

11A:
B
C

\$ 32.21	12. Identification of CRP Land				
\$ 5054	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
\$	13	4		21.0	
nuous signu (rated.)		5	CP47	7.0	1508
		6	CP23	15.8	501

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

John Moline
P O Box 222
Gooding, ID 83330

SOCIAL SECURITY NUMBER
[REDACTED]
SIGNATURE
John R Moline
DATE
4-4-97

B. OWNER NAME AND ADDRESS

Robert C Moline
P O Box 451
Gooding, ID 83330 0451

SOCIAL SECURITY NUMBER
[REDACTED]
SIGNATURE
Robert C Moline
DATE
6/23/97

C. NAME AND ADDRESS

Caroleann Basterrechea
714 Locke Ave
Gooding, ID 83330

SOCIAL SECURITY NUMBER
[REDACTED]
SIGNATURE
Caroleann Basterrechea
DATE
6-23-97

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

DATE

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

CONSERVATION ANNUAL PAYMENT STATEMENT

1. ST. & CO. CODES

2. PROGRAM

16 025

CRP

3. FARM NO. NAME AND ADDRESS OF PRODUCER

4. SOCIAL SECURITY NO.

5. PAYMENT TERMS

11

Robert C Moline
P O Box 451
Gooding, ID 83330

6. CONTRACT OR EASEMENT NO.

7. AGREEMENT PERIOD (Yr.) :

109

BEGIN

10-1-97

END

9-30-2007

8. PARTICIPANT'S SHARE

9. GROSS PRODUCER PAYMENT

.3333

1684

PAYMENT DATA

10.
ITEM11.
AMOUNT12.
APPROVED BY
AND DATE13.
CHECK NUMBER

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

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B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

14. REMARKS

SCANNED

FEB 28 2008

FSA-695
(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

CONSERVATION ANNUAL PAYMENT STATEMENT

1. ST. & CO. CODES

16 025

2. PROGRAM

CRP

3. FARM NO. NAME AND ADDRESS OF PRODUCER

11 John Moline
P O Box 222
Gooding, ID 83330

4. SOCIAL SECURITY NO.

51-8333-3

5. CONTRACT OR EASEMENT NO.

109

8. PARTICIPANT'S SHARE

.3334

5. PAYMENT TERMS

7. AGREEMENT PERIOD (Yr.) :

BEGIN
10-1-97

END
9-30-2007

9. GROSS PRODUCER PAYMENT

1685

PAYMENT DATA

10.
ITEM

11.
AMOUNT

12.
APPROVED BY
AND DATE

13.
CHECK NUMBER

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

1685.00

10-8-98

D0000256

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

1685.00

10/12/99

D0001093

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

2000

1685.00

10/18/00

D0002689

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

2001

1685.00

10/11/01

D0003605

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

2002

1685.00

10/17/02

D0004158

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

2003

1685.00

10/10/03

D0004821

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B. Net Producer Payment

14 REMARKS

FSA-695
(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

1. ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO. 11	NAME AND ADDRESS OF PRODUCER Caroleann Basterrechea 714 Locke Ave Gooding, ID 83330	4. SOCIAL SECURITY NO. ~~5-12-34567~~	5. PAYMENT TERMS
		6. CONTRACT OR EASEMENT NO. 109	7. AGREEMENT PERIOD (Yr.) BEGIN 10-1-97 END 9-30-2007
		8. PARTICIPANT'S SHARE .3333	9. GROSS PRODUCER PAYMENT 1684

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1684.00	10-8-98	18169248
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1684.00	10/12/99	18170434
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2000 1684.00	10/18/00	2000 2690
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2001 1684.00	10/11/01	2000 3606
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2002 1684.00	10/17/02	2000 4159
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2003 1684.00	10/10/03	2000 4822
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

SCANNED

FEB 7 8 2008

NO.: TOTAL ACRES: 156.9

Total Cost-Share by Calendar Year:	\$ 5,281
------------------------------------	----------

[illegible]

CONTRACT SUPPORT DOCUMENT
NO.: TOTAL ACRES: 156.9

hn Moline	Camas County	ID														
SUMMARY	PROGRAM	CONTRACT NO.	TOTAL	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006			

TES: A. All items numbered under "ITEM NO." must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices listed as "PLANNED CONSERVATION TREATMENT" must be maintained by the participant at no cost to the government.
C. Enter total cost per unit under "COST/UNIT" unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
D. All cost share rates shown under "COST SHARE %" are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost
FR = Flat rate
NC = Non cost-shared
AM = Actual cost not to exceed a specified maximum
Total cost share by calendar year amounts may differ from those displayed in the SUMMARY section by fiscal year depending on what month the item is scheduled and on the fiscal year basis of the program.

SCANNED
FEB 7 2008

CONTRACT AGREEMENT DOCUMENT

NO.: TOTAL ACRES: 156.9

John Moline | Camas County | ID

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 590h(b) (Agriculture Conservation); 16 U.S.C. 590p(b) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 43 U.S.C. 1592(c) (Colorado River Basin Salinity Control); The Food Security Act of 1985, Public Law 99-198; Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127 and the regulations promulgated thereunder. Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

By signing, the participant acknowledges receipt of this conservation plan, CONTRACT SUPPORT DOCUMENT NRCS-LTP-11-E, and agrees to comply with the terms and conditions hereof.

SIGNATURE OF PARTICIPANTS:

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
Carolann Basterrechea	7-15-98	John R Moline	7-26-97	Robert C Moline	6/24/98
Carolann Basterrechea		John Moline		Robert Moline	

CERTIFICATION OF:

SIGNATURE	DATE	CONSERVATION DISTRICT	DATE	OTHER ADMINISTERING AGENCY	DATE
Steve Thompson	9/29/97	John Carl Colter	2-26-98	Farm Service Agency	9/27/97
					Neo Bulls Co

CONSERVATION PLAN

Client: Moline, John R.
 ssisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			1997	1998	1999	2000	2001**
		CRP Tracts 13, 14 in Camas Co. - 245.0 Ac						
	10A, 11, 14, 16, 22, 24, 3, 5, 6, a, 24a,	The NRCS practices listed below will establish and/or maintain perennial vegetative cover for wildlife purposes (CP4D: PERMANENT WILDLIFE HABITAT, NON-EASEMENT) and/or restore wetland functions and values to land formerly devoted to agricultural use (CP23: WETLANDS RESTORATION):						
	10A	HEL* CONSERVATION COVER (327)	10/98		1.8			
	11	HEL* Wildlife Seeding/Planting with Shrubs. A minimum	10/98		12.2			
	14	HEL* of 15% or 30% (determined by NRCS) of each of	10/98		6.6			
	16	these fields will be established to wildlife	10/98		11.6			
	22	HEL* cover as identified in the attached	10/98		40.3			
	24	Seeding/Planting Plan ID-CPA-25.	10/98		4.6			
	3		10/98		5.3			
	4	HEL*	10/98		6.3			
	5	HEL*	10/98		2.1			
	6	HEL*	10/98		4.7			
	16a	CONSERVATION COVER (327)	10/98		7.0			
	24a	Wildlife Seeding/Planting on Wetlands. At least	10/98		3.0			
	3a	51% of the wetland acres of each field will be seeded/planted for wildlife habitat as identified in the attached Seeding/Planting Plan ID-CPA-25. Remaining wetland acreages not seeded or planted must have an existing cover approved by NRCS.	10/98		1.2			
	0A	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/97	6.0	6.0	6.0	6.0	6.0
		HEL* Vegetative cover will not be disturbed during the	10/97	12.2	12.2	12.2	12.2	12.2
	14	HEL* primary nesting season April 1 through August 1	10/97	21.9	21.9	21.9	21.9	21.9
	16	as per Notice CRP-278. Noxious weeds will be	10/97	11.6	11.6	11.6	11.6	11.6
	16a	controlled as required by applicable laws and	10/97	7.0	7.0	7.0	7.0	7.0
	22	HEL* with NRCS/COC approval. Fields determined	10/97	40.3	40.3	40.3	40.3	40.3
	24	established by NRCS will thereafter be maintained	10/97	4.6	4.6	4.6	4.6	4.6
	24a	at plant density levels required by NRCS. No	10/97	3.0	3.0	3.0	3.0	3.0
	3	haying, grazing, or burning. Hydrology necessary	10/97	5.3	5.3	5.3	5.3	5.3
	3a	for/associated with wetlands identified in this	10/97	1.2	1.2	1.2	1.2	1.2

L Fields marked as HEL are highly erodible fields.

L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED

SEP 26 2008

CONSERVATION PLAN

Client: Moline, John R.
 Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			1997	1998	1999	2000	2001**
1	4	HEL* contract will not be altered.	10/97	21.0	21.0	21.0	21.0	21.0
1	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
1	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
3	10A	HEL* USE EXCLUSION (472)	10/97	6.0	6.0	6.0	6.0	6.0
3	11	HEL* Livestock will be excluded from CRP fields.	10/97	12.2	12.2	12.2	12.2	12.2
3	14	HEL*	10/97	21.9	21.9	21.9	21.9	21.9
3	16		10/97	11.6	11.6	11.6	11.6	11.6
3	16a		10/97	7.0	7.0	7.0	7.0	7.0
3	22	HEL*	10/97	40.3	40.3	40.3	40.3	40.3
3	24		10/97	4.6	4.6	4.6	4.6	4.6
3	24a		10/97	3.0	3.0	3.0	3.0	3.0
3	3		10/97	5.3	5.3	5.3	5.3	5.3
3	3a		10/97	1.2	1.2	1.2	1.2	1.2
3	4	HEL*	10/97	21.0	21.0	21.0	21.0	21.0
3	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
3	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
3	10A	HEL* WILDLIFE UPLAND HABITAT MANAGEMENT (645)	10/98		6.0	6.0	6.0	6.0
3	11	HEL* Wildlife seeding/plantings established under	10/98		12.2	12.2	12.2	12.2
3	14	HEL* CONSERVATION COVER 327 shall primarily benefit	10/98		21.9	21.9	21.9	21.9
3	16	sage and sharptail grouse. Management shall	10/98		11.6	11.6	11.6	11.6
3	22	HEL* include non-disturbance of cover from April 1	10/98		40.3	40.3	40.3	40.3
3	24	through August 1.	10/98		4.6	4.6	4.6	4.6
3	3		10/98		5.3	5.3	5.3	5.3
3	4	HEL*	10/98		21.0	21.0	21.0	21.0
3	5	HEL*	10/98		7.0	7.0	7.0	7.0
3	6	HEL*	10/98		15.8	15.8	15.8	15.8
3	16a	WILDLIFE WETLAND HABITAT MANAGEMENT (644)	10/98		7.0	7.0	7.0	7.0
3	24a	Wildlife seedings/plantings established under	10/98		3.0	3.0	3.0	3.0
3	3a	CONSERVATION COVER 327 shall primarily benefit	10/98		1.2	1.2	1.2	1.2
		waterfowl species. Management shall include						
		non-disturbance of cover from April 1 through						
		August 1 and maintenance of hydrology necessary						
		for preservation of wetland functions and values.						

EL Fields marked as HEL are highly erodible fields.

EL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

* Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN

Client: Moline, John R.
 ssisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD		APPLY	2002	2003	2004	2005	2006
			Mo/Yr					
		CRP Tracts 13, 14 in Camas Co. - 245.0 Ac						
	10A, 11, 14, 16, a, 22, 24a, 3a, 4, 6	The NRCS practices listed below will establish and/or maintain perennial vegetative cover for wildlife purposes (CP4D: PERMANENT WILDLIFE HABITAT, NON-EASEMENT) and/or restore wetland functions and values to land formerly devoted to agricultural use (CP23: WETLANDS RESTORATION):						
	10A	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/97	6.0	6.0	6.0	6.0	6.0
	11	HEL* Vegetative cover will not be disturbed during the	10/97	12.2	12.2	12.2	12.2	12.2
	14	HEL* primary nesting season April 1 through August 1	10/97	21.9	21.9	21.9	21.9	21.9
	16	as per Notice CRP-278. Noxious weeds will be	10/97	11.6	11.6	11.6	11.6	11.6
	16a	controlled as required by applicable laws and	10/97	7.0	7.0	7.0	7.0	7.0
	22	HEL* with NRCS/COC approval. Fields determined	10/97	40.3	40.3	40.3	40.3	40.3
	24	established by NRCS will thereafter be maintained	10/97	4.6	4.6	4.6	4.6	4.6
	24a	at plant density levels required by NRCS. No	10/97	3.0	3.0	3.0	3.0	3.0
	3	hay, grazing, or burning. Hydrology necessary	10/97	5.3	5.3	5.3	5.3	5.3
	3a	for/associated with wetlands identified in this	10/97	1.2	1.2	1.2	1.2	1.2
	4	HEL* contract will not be altered.	10/97	21.0	21.0	21.0	21.0	21.0
	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
	10A	HEL* USE EXCLUSION (472)	10/97	6.0	6.0	6.0	6.0	6.0
	11	HEL* Livestock will be excluded from CRP fields.	10/97	12.2	12.2	12.2	12.2	12.2
	14	HEL*	10/97	21.9	21.9	21.9	21.9	21.9
			10/97	11.6	11.6	11.6	11.6	11.6
	a		10/97	7.0	7.0	7.0	7.0	7.0
	?	HEL*	10/97	40.3	40.3	40.3	40.3	40.3
	i		10/97	4.6	4.6	4.6	4.6	4.6
	24a		10/97	3.0	3.0	3.0	3.0	3.0
	3		10/97	5.3	5.3	5.3	5.3	5.3
	3a		10/97	1.2	1.2	1.2	1.2	1.2
	4	HEL*	10/97	21.0	21.0	21.0	21.0	21.0
	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
	10A	HEL* WILDLIFE UPLAND HABITAT MANAGEMENT (645)	10/98	6.0	6.0	6.0	6.0	6.0

L Fields marked as HEL are highly erodible fields.

L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED
 11/14/2008

CONSERVATION PLAN

Client: Moline, John R.
 Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2002	2003	2004	2005	2006
3	11	HEL*	Wildlife seeding/plantings established under	10/98	12.2	12.2	12.2	12.2
3	14	HEL*	CONSERVATION COVER 327 shall primarily benefit	10/98	21.9	21.9	21.9	21.9
3	16		sage and sharptail grouse. Management shall	10/98	11.6	11.6	11.6	11.6
3	22	HEL*	include non-disturbance of cover from April 1	10/98	40.3	40.3	40.3	40.3
3	24		through August 1.	10/98	4.6	4.6	4.6	4.6
3	3			10/98	5.3	5.3	5.3	5.3
3	4	HEL*		10/98	21.0	21.0	21.0	21.0
3	5	HEL*		10/98	7.0	7.0	7.0	7.0
3	6	HEL*		10/98	15.8	15.8	15.8	15.8
3	16a		WILDLIFE WETLAND HABITAT MANAGEMENT (644)	10/98	7.0	7.0	7.0	7.0
3	24a		Wildlife seedings/plantings established under	10/98	3.0	3.0	3.0	3.0
3	3a		CONSERVATION COVER 327 shall primarily benefit	10/98	1.2	1.2	1.2	1.2
			waterfowl species. Management shall include					
			non-disturbance of cover from April 1 through					
			August 1 and maintenance of hydrology necessary					
			for preservation of wetland functions and values.					

Total Number of planned acres: 245.0

3E Fields marked as HEL are highly erodible fields.

3E* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

* Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN APPROVAL

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

Tract	ACRES	LAND UNIT NAME	OWNER NAME
11	13	720.0	
TOTAL		720.0 ACRES	

Cooperator (Producer)

John R. Moline

Date 9-26-97

The above Conservation Plan meets the requirements of the Field Office Technical Guide.

Designated Conservationist

John R. Moline

Date 9/29/97

Approved by

Conservation District

Gabe Carl Polter

Date 2-26-98

3L Fields marked as HEL are highly erodible fields.

3L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED
SEP 28 2008

United States
Department of
Agriculture

Natural
Resources
Conservation
Service

211 University Avenue
Gooding, ID 83330-6155

FILE COPY

May 7, 1998

To: CRP Participants, Camas County

From: Bob Josaitis, NRCS Gooding

Subject: Seeding Schedule Update for 1998 CRP Contracts

Dear CRP participant:

Due to high seed prices and seed shortages, field work requirements particular to the recent CRP sign-ups, and the late spring conditions, seedings of 1998 CRP contracts will be postponed until spring 1999. Wetland fields may, however, need to be seeded this fall (1998) due to the wet soil conditions that may unfavorably delay spring 1999 seedings.

If your CRP contract requires a seeding practice, myself and Terry Gregory (Idaho Fish & Game) will be scheduling a field visit with you in the coming weeks to develop with your input the seed plan and the locations within fields where the seedings will occur.

At that time weed control and site preparation issues will be evaluated on a field-by-field basis. If you have weed or other concerns that you feel require immediate attention, please call and I will schedule a field visit as soon as possible.

Holders of 1999 CRP contracts, which become effective October 1 of 1998, will be scheduled for field visits for seed plan development this fall or earlier if fields are not cropped this summer.

If you have any questions, please contact me at 1-800-642-1058 or 934-8481.



cc: Steve Thompson, NRCS District Conservationist, Gooding
Terry Gregory, IDF&G Hill City
Harold Boggs, Jr., FSA County Executive Director, Gooding

STATUS REVIEW
Final Status Review

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 USC 590a-f (Soil Conservation); 16 USC 1301-1311 (Water Bank); 16 USC 590p(b) (Great Plains); 30 USC 1236 et seq. (Rural Abandoned Mines); 33 USC 1288 et seq. (Rural Clean Water); 43 USC 1592(c) (Colorado River Basin Salinity Control); 16 USC 3831 (Conservation Reserve). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

County Camas Date 5/20/03 Contract or Agreement No. (CRP) 109

Name John Moline Address P.O. Box 222, Gooding, ID 83330-0222

Final status review based on field review 11/6/02 by Bob Josaitis; Contract period 10/1/97 to 9/30/2007

Progress in applying plan:

Fields 3: 3a: light-moderate tall w.g.; Fields 4,5, 6, 10a: strong w.g., sage encroaching; Field 11: light-moderate tall w.g.; Field 14: good wheatgrass with sagebrush; Field 16, 16a: light-moderate stand of mature tall w.g. evident in drill rows, gone to seed, may spread; Field 22: tall w.g. throughout but light; Field 24, 24a: light-moderate tall wheatgrass.

All fields have small annual weeds, Madia (tarweed), and bulbous bluegrass in varying amounts. Noxious weeds are under control. Field 22 has significant morning glory, which will be suppressed with further grass establishment. Given a good precipitation year (which hasn't happened since fall 1998 re-seeding efforts) these fields should continue to establish to CRP grasses and native wetland species already present as seed in soil.

After construction the pond dike was covered with Canada thistle. Treated, now it is gone and grass well established on dike.

Revision of plan or modification of contract needed:

None. Recommend contract be turned over to Farm Service Agency as established.

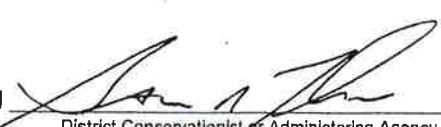
Need for technical assistance:

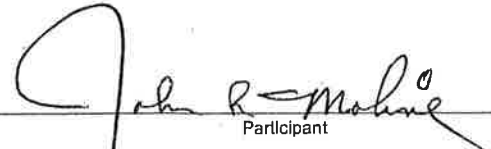
Assess Field 22 morningglory in relation to tall w.g. and other plant establishment following this favorable 2003 spring season.

IMPORTANT: CRP contract holder(s) are responsible for noxious weed control as per Idaho Statute Title 22 Chapter 24 Noxious Weed Law. Control is containment of noxious weeds so they will not spread. Key Camas Prairie CRP control concerns are with Canada thistle seeds spread by wind to adjacent fields, knapweed along CRP borders and travelways spread by vehicles and animals, and the need to eradicate all leafy spurge and rush skeletonweed plants. Competition from established CRP grasses may suffice as control for some noxious weed plants during contract period. Contact the Camas Creek Cooperative Weed Management Area Administrator for technical assistance as necessary.

Land is still under control of the participant: ☒ Yes ☐ No

Signed


District Conservationist or Administering Agency


Participant

This form was electronically produced by National Production Services Staff

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FEB 28 2008

United States
Department of
Agriculture

Farm Service Agency

GOODING/CAMAS COUNTY FSA OFFICE

9 UNIVERSITY AVE

Date 02-10-1999

Program 99CRPWRI

GOODING, ID 83330-6155

Time 14:47

Application Check Writing

Phone 208-934-8472

Statement Type B Original

PAGE 1



Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

<u>Reference Number(s)</u>	<u>Amount</u>	<u>STAT</u>	<u>Payment Description</u>
Control 980032	70.50		WETLAND RESTOR INCENT PAYMENT-CCC FUNDED
	70.50		Total Payments (Transactions)

Disbursement Information

<u>Issue</u>	<u>ACH/</u>	<u>ASGN/</u>	<u>RECVBL/</u>	<u>Amount</u>	<u>Payee Name/CCC Debt Repaid</u>
<u>Date</u>	<u>Check</u>	<u>JYPMT</u>	<u>Claim</u>		
02-10-1999	D0000647			70.50	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				70.50	Total Disbursements
				70.50	Total Program Payment Earned

Special Data

CN109

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

United States
Department of
Agriculture

Farm Service Agency

GOODING/CAMAS COUNTY FSA OFFICE
9 UNIVERSITY AVE

Date 12-10-1998

Program 98CRPWRI

GOODING, ID 83330-6155

Time 11:20

Application Check Writing

Phone 208-934-8472

Statement Type B Original

PAGE 1

Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

<u>Reference Number(s)</u>	<u>Amount</u>	<u>STAT</u>	<u>Payment Description</u>
Control 980032	141.29		WETLAND RESTOR INCENT PAYMENT-CCC FUNDED
	141.29		Total Payments (Transactions)

Disbursement Information

<u>Issue Date</u>	<u>ACH/Check</u>	<u>ASGN/JYPMT</u>	<u>RECVBL/Claim</u>	<u>Amount</u>	<u>Payee Name/CCC Debt Repaid</u>
12-10-1998	D0000571			141.29	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				141.29	Total Disbursements
				141.29	Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

SCANNED

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Team Service Agency

UNIVERSITY AVE

GOODING, ID 83330-6155

Phone 208-934-8472

Date 12-10-1998

Program 98CRPWRI

Time 11:21

Application Check Writing

Statement Type B Original

PAGE 1



Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

<u>Reference Number(s)</u>	<u>Amount</u>	<u>STAT</u>	<u>Payment Description</u>
Control 980031	933.51		WETLAND RESTOR INCENT PAYMENT-CCC FUNDED
	933.51		Total Payments (Transactions)

Disbursement Information

<u>Issue</u>	<u>ACH/</u>	<u>ASGN/</u>	<u>RECVBL/</u>	<u>Amount</u>	<u>Payee Name/CCC Debt Repaid</u>
<u>Date</u>	<u>Check</u>	<u>JYPMT</u>	<u>Claim</u>		
12-10-1998	D0000572			933.51	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				933.51	Total Disbursements
				933.51	Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

Program 99CRPCS
Application Check Writing

GOODING, ID 83330-6155
Phone 208-934-8472

Original

PAGE 1

Name: JOHN R MOLINE
PO BOX 222
GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)	Amount	STAT	Payment Description
Control 980031	1,867.00		CONSERVATION RESV COST SHARE-CCC FUNDED
	1,867.00		Total Payments (Transactions)

Disbursement Information

Issue Date	ACH/Check	ASGN/JYPMT	RECVBL/Claim	Amount	Payee Name/CCC Debt Repaid
2-10-1998	D0000569			1,867.00	JOHN R MOLINE
					Funds to be deposited in: FIRST SECURITY BANK
				1,867.00	Total Disbursements
				1,867.00	Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

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FEB 14 2008

c/s

999

Program 98CRPCS
Application Check WritingGOODING, ID 83330-6155
Phone 208-934-8472

Type B Original

PAGE 1

Name:

JOHN R MOLINE
PO BOX 222
GOODING, ID 83330-0222

FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

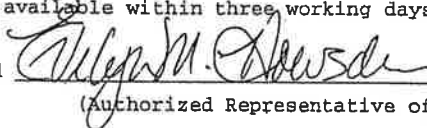
Reference Number(s)	Amount	STAT	Payment Description
000001	1,454.00		CONSERVATION RESV COST SHARE-CCC FUNDED
	1,454.00		Total Payments (Transactions)

Disbursement Information

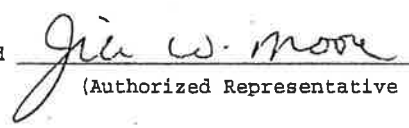
ACH/	ASGN/	RECVBL/	Amount	Payee Name/CCC Debt Repaid
Check	JYPMT	Claim		
D0001538			1,454.00	JOHN R MOLINE
				Funds to be deposited in:
				FIRST SECURITY BANK
			1,454.00	Total Disbursements
			1,454.00	Total Program Payment Earned

This should be available within three working days of issue date.

Approved: Signed


(Authorized Representative of CCC)

Counter-Signed


(Authorized Representative of CCC)

*** End of Report ***

c/s

12-10-1998

Program 99CRPCS

11:06

Application Check Writing

Statement Type B Original

PAGE 1

Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)

Control 980032

Amount

282.00

282.00

STAT

Payment Description

CONSERVATION RESV COST SHARE-CCC FUNDED

Total Payments (Transactions)

Disbursement Information

Issue

ACH/

ASGN/

RECVBL/

Date

Check

JYPMT

Claim

Amount

282.00

12-10-1998

D0000570

Payee Name/CCC Debt Repaid

JOHN R MOLINE

Funds to be deposited in:

FIRST SECURITY BANK

282.00

Total Disbursements

282.00

Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

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FEB 7 2008

C/S

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation1. ST. & C & C/D
16 025 02. SIGN-UP NUMBER
16

CONSERVATION RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER
134

4. APPROPRIATE ENROLLMENT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Gooding/Camas FSA Office
219 University Ave
Gooding, ID 833305. FARM NUMBER
116. TRACT NUMBER(S)
138. OFFER (Select one)
STANDARD
ENVIRONMENTAL PRIORITY9. CONTRACT PERIOD
FROM (M/D/Y) TO (M/D/Y)
10-1-98 9-30-08

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre	\$ 35 ⁰⁰	12. Identification of CRP Land				
B. Annual Contract Payment	\$ 4438	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
C. First Year Payment	\$	13	9,12,13	OPIC	126.8	0
(Item 11C applicable only to continuous signup when the first year payment is prorated.)						

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
John R Moline P O Box 222 Gooding, ID 83330		3334	DATE 11-26-97
B. OWNER NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
Robert C Moline P O Box 451 Gooding, ID 83330 1451		3333	DATE 11/26/97
C. NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
Caroleann Basterrechea 714 Locke Ave Gooding, ID 83330		3333	DATE 11-26-97
14. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE		DATE
	Mike Zuercher		9-15-98

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1 DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A CRP contract or CRP-1 means the program documents including the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B Current agricultural market value for offer evaluation purposes means the amount in dollars per acre, determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, paid for dryland cropland at the time at which this contract is signed by the participant.
- C Vegetative cover means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2 ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, the easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By applying for the CRP contract, the participant certifies as a condition for payment that no such restrictions apply to such land, except as agreed otherwise, in writing, by CCC.

3 RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.

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- B** Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

4 AGREEMENT

- A** The participant agrees:

- (1) That the applicable CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that, liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible cropland into the CRP for a period of 10 crop years, or as agreed to by CCC for a longer period not to exceed 15 crop years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of trees or forage or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the COC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting season for wildlife, except as approved by CCC;
- (10) To annually file required forms requested by CCC for payment limitation determinations;
- (11) During the life of the CRP-1, to not produce an agricultural commodity on highly erodible land, in a county which has not met or exceeded the acreage limitation requirement of 7 CFR Part 1410, which the participant has acquired or may acquire on or after November 28, 1990, unless such land, as determined by CCC, has a history in the most recent 5-year period of producing an agricultural commodity other than forage crops; and

- (12) Any payment or portion thereof due any producer will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. Government shall be made prior to making any payments to producers or their assigns.

B CCC agrees, subject to the availability of funds, to:

- (1) Share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) Pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) Pay to the participant, to the extent required by CCC regulations, an interest penalty on cost-share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, the payment is due;
- (4) At the time of contract expiration or termination, reinstate the allotment or quota, required to be reduced for participation in the CRP, subject to the regulations governing Federal farm programs except that in no case may such reinstated allotments or quotas exceed the amount that would have been applicable had there been no CRP contract;
- (5) Make annual rental payments after October 1 of each year of the contract period.

5 CONSERVATION PLAN

A Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.

B By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed in item 12 of Form CRP-1.

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FEB 28 2008

6 COST-SHARE PAYMENTS

- A** Subject to the availability of funds, cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC, with the county committee.

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A** Payments shall be not be paid under this CRP contract if CCC determines that:

 - (1) The landlord or operator has:

 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:

 - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
 - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:

 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
 - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
 - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B** After this CRP contract is approved, the operator or tenant may, if approved by CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:

 - (1) leaves the farm voluntarily or for some reason other than being forced off the farm by the landlord or operator in anticipation of, or because of, participation in the program;

- (2) fails to maintain the tenancy, as determined by CCC, throughout the CRP contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the term of this CRP contract and the administrator of the tenant's estate (or a similar person with authority to administer the affairs of the tenant) fails to succeed to this contract within the time required by CCC;
 - (5) was removed for cause, as determined by CCC.
- C The removal of an operator or tenant from the agreement shall not release the tenant from liabilities for actions arising before such removal.

8 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 9 of this Appendix.
- B Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrows from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C The remedies provided under paragraph 8A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

9 LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract as prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

10 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

11 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in the CRP contract.

SCANNED

SEP 28 2008

12 TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

13 CONTRACT MODIFICATIONS

A CCC may modify this CRP contract to add, or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed measure has deteriorated because of conditions beyond the control of the participants;
and
- (3) Another practice will achieve at least the same level of environmental benefits.

B Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.

14 EFFECTIVE DATE AND CHANGES TO CONTRACT

The CRP contract is effective when, as determined by CCC, it has been signed by the participants, and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised except by mutual agreement between the parties. Within the dates established by CCC, the CRP contract must be signed by all required participants.

In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

15 REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, sexual orientation, or disability.

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO.	NAME AND ADDRESS OF PRODUCER	4. SOCIAL SECURITY NO.	5. PAYMENT TERMS
	ROBERT C MOLINE P. O. Box 451 Gooding, ID 83330 1451	~~018-10-7451~~	
		6. CONTRACT OR EASEMENT NO.	7. AGREEMENT PERIOD (Yr.)
		134	BEGIN 10-01-1998 END 09-30-2008
		8. PARTICIPANT'S SHARE	9. GROSS PRODUCER PAYMENT
		3333	1479.00

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479	10/12/99	D0001118
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2000	1479.00	10/18/00	D0002711
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2001	1479.00	10/11/01	D0003622
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2002	1479.00	10/17/02	D0004178
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2003	1479.00	10/10/03	D0004739
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

SCANNED

FEB 24 2008

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO.	NAME AND ADDRESS OF PRODUCER	4. SOCIAL SECURITY NO.	5. PAYMENT TERMS
	CAROLEANN BASTERREGHEA 714 Locke Ave Gooding, ID 83330	~~519-56-8115~~	
		6. CONTRACT OR EASEMENT NO.	7. AGREEMENT PERIOD (Yr.) :
		134	BEGIN END 10-01-1998 09-30-2008
		8. PARTICIPANT'S SHARE	9. GROSS PRODUCER PAYMENT
		3333	1479.00

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/12/99	18170441
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/18/00	10002713
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/11/01	10003624
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/17/02	10004180
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/10/03	10004841
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

FSA-695

(02-10-97)

U.S. DEPT

OF AGRICULTURE

Farm Service Agency

ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO.	NAME AND ADDRESS OF PRODUCER	4. SOCIAL SECURITY NO.	5. PAYMENT TERMS
	JOHN R MOLINE P. O. Box 222 Gooding, ID 83330	~~510 33 5654~~	
		6. CONTRACT OR EASEMENT NO.	7. AGREEMENT PERIOD (Yr.)
		134	BEGIN END 10-01-1998 09-30-2008
		8. PARTICIPANT'S SHARE	9. GROSS PRODUCER PAYMENT
		3334	1480.00

PAYMENT DATA

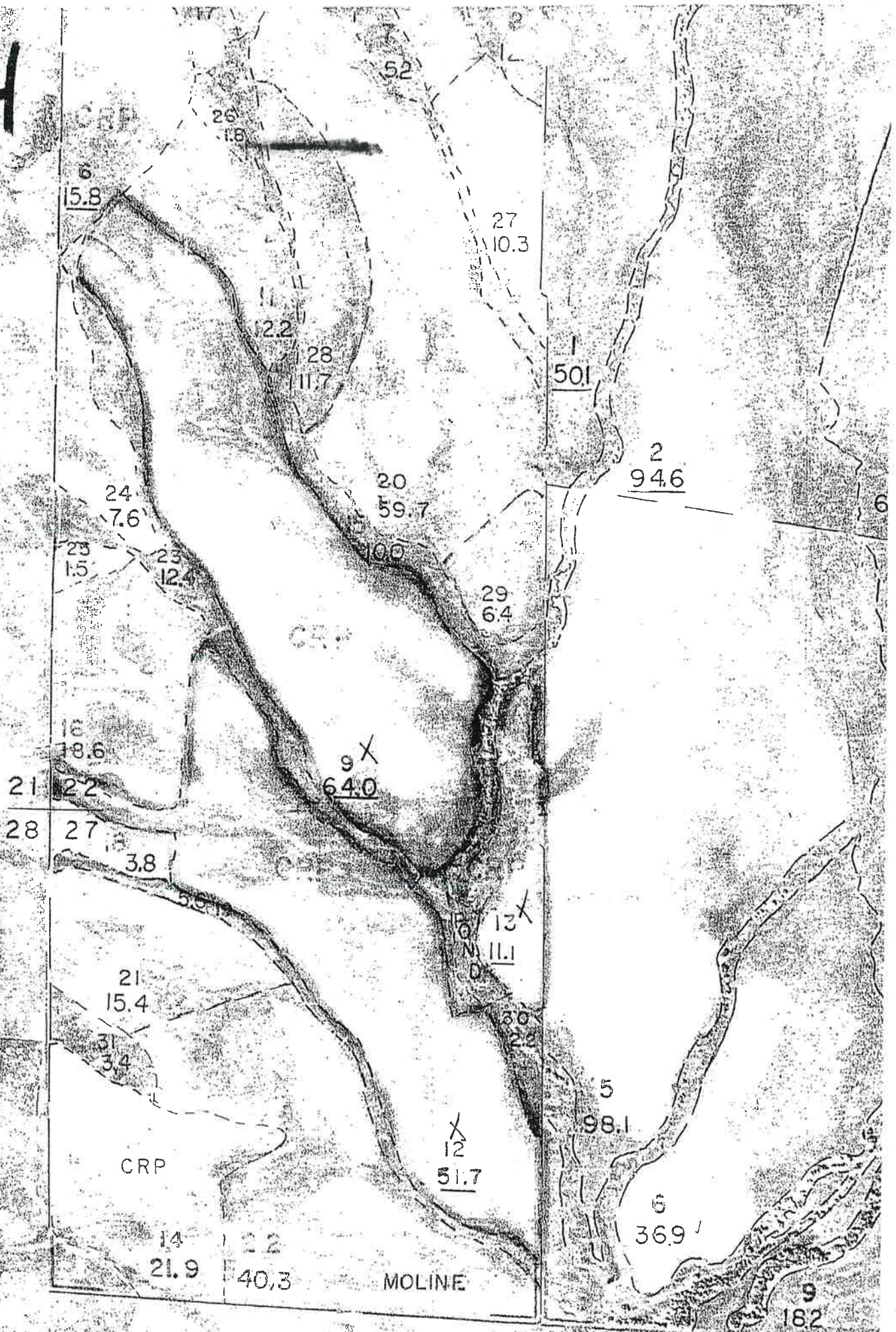
10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1480.00	10/12/99	D0001119
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2000	1480.00	10/18/00	D0002712
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2001	1480.00	10/11/01	D0003623
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2002	1486.00	10/17/02	D0004779
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment 2003	1480.00	10/10/03	D0004840
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

SCANNED

FEB 2 2008

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STATUS REVIEW
Final Status Review

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 USC 590a-f (Soil Conservation); 16 USC 1301-1311 (Water Bank); 16 USC 590p(b) (Great Plains); 30 USC 1236 et seq. (Rural Abandoned Mines); 33 USC 1288 et seq. (Rural Clean Water); 43 USC 1592(c) (Colorado River Basin Salinity Control); 16 USC 3831 (Conservation Reserve). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

County Camas Date 5/20/03 Contract or Agreement No. (CRP) 134

Name John Moline Address P.O. Box 222, Gooding, ID 83330-0222

Final status review based on field review 11/6/02 by Bob Josaitis; Contract period 10/1/98 to 9/30/2008

Progress in applying plan:

Field 9: Strong stand of wheatgrass and brome. Weeds under control.

Field 12: Strong stand of wheatgrass and brome, some sagebrush beginning to establish. Weeds under control.

Field 13: Good stand of wheatgrass with lupine. Weeds under control.

Revision of plan or modification of contract needed:

None. Recommend contract be turned over to Farm Service Agency as established.

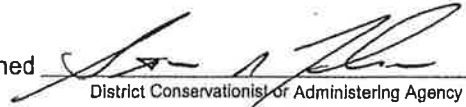
Need for technical assistance:

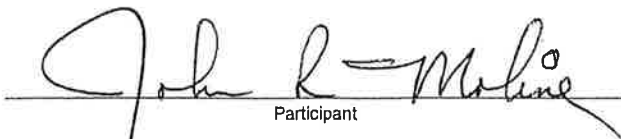
None at this time.

IMPORTANT: CRP contract holder(s) are responsible for noxious weed control as per Idaho Statute Title 22 Chapter 24 Noxious Weed Law. Control is containment of noxious weeds so they will not spread. Key Camas Prairie CRP control concerns are with Canada thistle seeds spread by wind to adjacent fields, knapweed along CRP borders and travelways spread by vehicles and animals, and the need to eradicate all leafy spurge and rush skeletonweed plants. Competition from established CRP grasses may suffice as control for some noxious weed plants during contract period. Contact the Camas Creek Cooperative Weed Management Area Administrator for technical assistance as necessary.

Land is still under control of the participant: ☒ Yes ☐ No

Signed


District Conservationist or Administering Agency


Participant

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 522a). The authorities for requesting the information to be supplied on this form are: 16 USC 590a-f (Soil and Water Conservation); 16 USC 590h(b) (Agriculture Conservation); 16 USC 590p(b) (Great Plains); 30 USC 236 et seq. (Rural Abandoned Mine Reclamation); 33 USC 1288 et seq. (Rural Clean Water), The Food Security Act of 1985, Public Law 99-198, Food, Agriculture, Conservation, and Trade Act of 1990, Public Law 101-624, and Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to order of a court, magistrate, or administrative tribunal.

NAME <i>John Moline</i>		COUNTY <i>CARAS</i>	STATE <i>IDAHO</i>	CONTRACT NO. <i>CRP16-1999-30</i>	TOTAL ACRES UNDER CONTRACT <i>113 fields 7, 12, 13 = 126.8 AC</i>											
ITEM NO	FIELD	PLANNED CONSERVATION TREATMENT (RECORD OF DECISIONS)	EST. AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR										REF. NO.
						1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	
<i>1</i>	<i>7, 12, 13</i>	Total Cost-Share by Year:	<i>—</i>	<i>—</i>	<i>—</i>	<i>CP10</i>	<i>NO</i>	<i>Cost Share</i>	<i>Existing Veg</i>							
		Total Contract Cost-Share:														

NOTES: A. All items numbered under "ITEM NO." must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices listed as "PLANNED CONSERVATION TREATMENT" must be maintained by the participant.
C. Enter total cost per unit under "COST BASIS" unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
D. All cost share rates shown under "COST SHARE RATE %" are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost
FR = Flat rate
NC = Non cost-shared
AM = Actual cost not to exceed a specified maximum
E. Modifications will be referenced by number in the "Ref. No." column.
F. By signing, the participant acknowledges receipt of this conservation plan including the SCS-LTP-11 or SCS-LTP-11A and agrees to comply with the terms and condition hereof.

CERTIFICATION OF PARTICIPANT:

SIGNATURE <i>John R. Moline</i>	DATE <i>6-15-98</i>	SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

RELEVANT OFFICIAL SIGNATURES

DISTRICT CONSERVATIONIST <i>[Signature]</i>	DATE <i>6-15-98</i>	OTHER ADMINISTERING AGENCY <i>FSA</i>	DATE	CONSERVATION DISTRICT <i>Beet Davis</i>	DATE <i>4-24-98</i>
--	------------------------	--	------	--	------------------------

CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2003	2004	2005	2006	2007**
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0	64.0	64.0	64.0	64.0
13	12	HEL* USE EXCLUSION (472)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL*	10/98	64.0	64.0	64.0	64.0	64.0

HEL Fields marked as HEL are highly erodible fields.
HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.
** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			1998	1999	2000	2001	2002**
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0	64.0	64.0	64.0	64.0
13	12	HEL* USE EXCLUSION (472)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL*	10/98	64.0	64.0	64.0	64.0	64.0

HEL Fields marked as HEL are highly erodible fields.

HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2008	2009	2010	2011	2012
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7				
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1				
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0				
13	12	HEL* USE EXCLUSION (472)	10/98	51.7				
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1				
13	9	HEL*	10/98	64.0				

Total Number of planned acres: 126.8

HEL Fields marked as HEL are highly erodible fields.

HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN APPROVAL

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

Farm	Tract	ACRES	LAND UNIT NAME	OWNER NAME
0011	13	720.0		
TOTAL		720.0 ACRES		

Cooperator (Producer)

John R. Moline

Date *6-15-98*

The above Conservation Plan meets the requirements of the Field Office Technical Guide.

Designated Conservationist

Bob Josaitis

Date *2/26/98*

Approved by

Conservation District

Helen Earl Colter

Date *2-26-98*

Mike Funkhouser F.S.A. 7-15-98

HEL Fields marked as HEL are highly erodible fields.

HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT

STATE ID
OFFICE 076
OPERATOR NUMBER 115590
PREFERENCE CODE 03
DATE PRINTED 07/19/00
TERM 07/10/2000 TO 12/31/2002

GILL, GARY
BILLY IRELAND

P O BOX 458
FAIRFIELD, ID 83327

07-25-00409:57
BUREAU OF LAND MANAGEMENT
SHOSHONE FIELD OFF.
P.O. BOX 2B
SHOSHONE, ID 83352

THIS GRAZING PERMIT IS OFFERED TO YOU BASED ON YOUR RECOGNIZED GRAZING
REFERENCE ON THE PUBLIC LANDS AND/OR OTHER LANDS ADMINISTERED BY THE BLM.
YOU ARE AUTHORIZED TO MAKE GRAZING USE TO THE EXTENT OF YOUR ACTIVE GRAZING
REFERENCE AS SHOWN BELOW UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS
INCORPORATED HEREIN AND YOUR PAYMENT OF GRAZING FEES.

ALLOT	LIVESTOCK	GRAZING PERIOD	TYPE	AUM'S
PASTURE	NUMBER KIND	BEGIN END	%PL USE	
-----	-----	-----	-----	-----
0107 MCHAN CREEK	60 CATTLE	06/16 09/30	30 ACTIVE	63

TERMS AND CONDITIONS:

RANGE IMPROVEMENTS MUST BE MAINTAINED, TO BUREAU STANDARDS, BY THE
TURNOUT DATES FOR THE ALLOTMENT SHOWN ON THIS PERMIT.

THE ALLOTMENT SHOWN ON THIS PERMIT SHALL MEET THE REQUIREMENTS AS
DESCRIBED IN 43 CFR SUBPART 4180--FUNDAMENTALS OF RANGELAND HEALTH AND
THE STANDARDS AND GUIDELINES FOR GRAZING ADMINISTRATION. ANY CHANGES
IN MANAGEMENT WILL BE BASED UPON THE RESOURCE EVALUATIONS AND ANALYSIS
AS SCHEDULED AND COMPLETED BY THE FIELD OFFICE MANAGER.

PAYMENT BY MASTERCARD AND VISA IS NOW AN OPTION
FOR MORE INFORMATION, CALL BLM AT (208) 677-6641

240 ACRES

CASE FILE

SCANNED

SEP 11/02 WED 08:42

【TX/RX NO 8193】 002

RECEIVED

FEB 27 2008

DEPARTMENT OF
WATER RESOURCES

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

FEB 26 2008

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

In Re SRBA

Case No. 39576

Subcase: 37-02103

ORDER GRANTING MOTION TO FILE
LATE NOTICE OF CLAIM

On November 14, 2007, Danny and Valerie Van Horn, by and through counsel, J. Evan Robertson, filed a *Motion to File Late Notice of Claim* for the above-captioned water right. Hearing was held on the *Motion* on February 19, 2008. This *Motion* complied with all procedural requirements under **SRBA Administrative Order 1**, and no objections were made to this late Notice of Claim.

THEREFORE, IT IS ORDERED, that the *Motion to File a Late Notice of Claim* for the above-captioned water right is **granted**.

The original Notice of Claim, as well as any attached filing fees, and a copy of this **Order** will be forwarded to the Idaho Department of Water Resources for further action. Following investigation by the Idaho Department of Water Resources, recommendation for the claim will be reported in the next *Late Claims Director's Report* which is issued on an annual basis. This modifies the provisions of **SRBA Administrative Order 1** 4d(2)(h).

IT IS SO ORDERED.

Dated February 26, 2008.


JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER GRANTING MOTION TO FILE LATE NOTICE OF CLAIM was mailed on February 26, 2008, with sufficient first-class postage to the following:

DANNY VAN HORN
VALERIE VAN HORN
Represented by:
JOHN E. ROBERTSON
PO BOX 1906
TWIN FALLS, ID 83303
Phone: 208-734-0700

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

ORDER

Page 1 2/26/08

FILE COPY FOR 01470 Deputy Clerk

SCANNED
FEB 28 2008

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

In Re SRBA
Case No. 39576

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

Water Right 37-02

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

JAN 31 2012

By

Clerk

Deputy Clerk

NAME AND ADDRESS: SMOKEY DOME LLC
C/O GREGORY VIK
PO BOX 1607
BELLEVUE, WA 98009

SOURCE: MC MAHAN CREEK TRIBUTARY: THREEMILE CREEK
SPRING TRIBUTARY: MC MAHAN CREEK
UNNAMED STREAM TRIBUTARY: MC MAHAN CREEK

QUANTITY: 4.70 CFS

PRIORITY DATE: 02/05/1908

POINT OF DIVERSION: T01N R13E S15 SESWNE Within Camas County
S21 NWNESE
S22 NENW

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	04-15 TO 10-31	4.70 CFS
Domestic	01-01 TO 12-31	0.02 CFS

PLACE OF USE:

PLACE OF USE	QUANTITY
Irrigation	Within Camas County
T01N R13E S22	NENW 22.0 SNNW 36.0 NESW 39.0 SESW 30.0
220.0 Acres Total	NWNW 29.0 SENN 39.0 NNSW 25.0

Domestic
Same as Irrigation Within Camas County

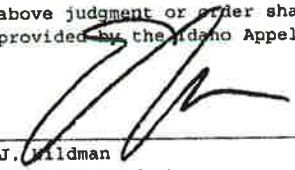
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This water right shall be administered as being from a separate source pursuant to Basin 37 Part 2 General Provision No. 1.A or 1.B. If the holder of this right seeks to change the right pursuant to Idaho Code Sec. 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



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



Idaho Department of Water Resources

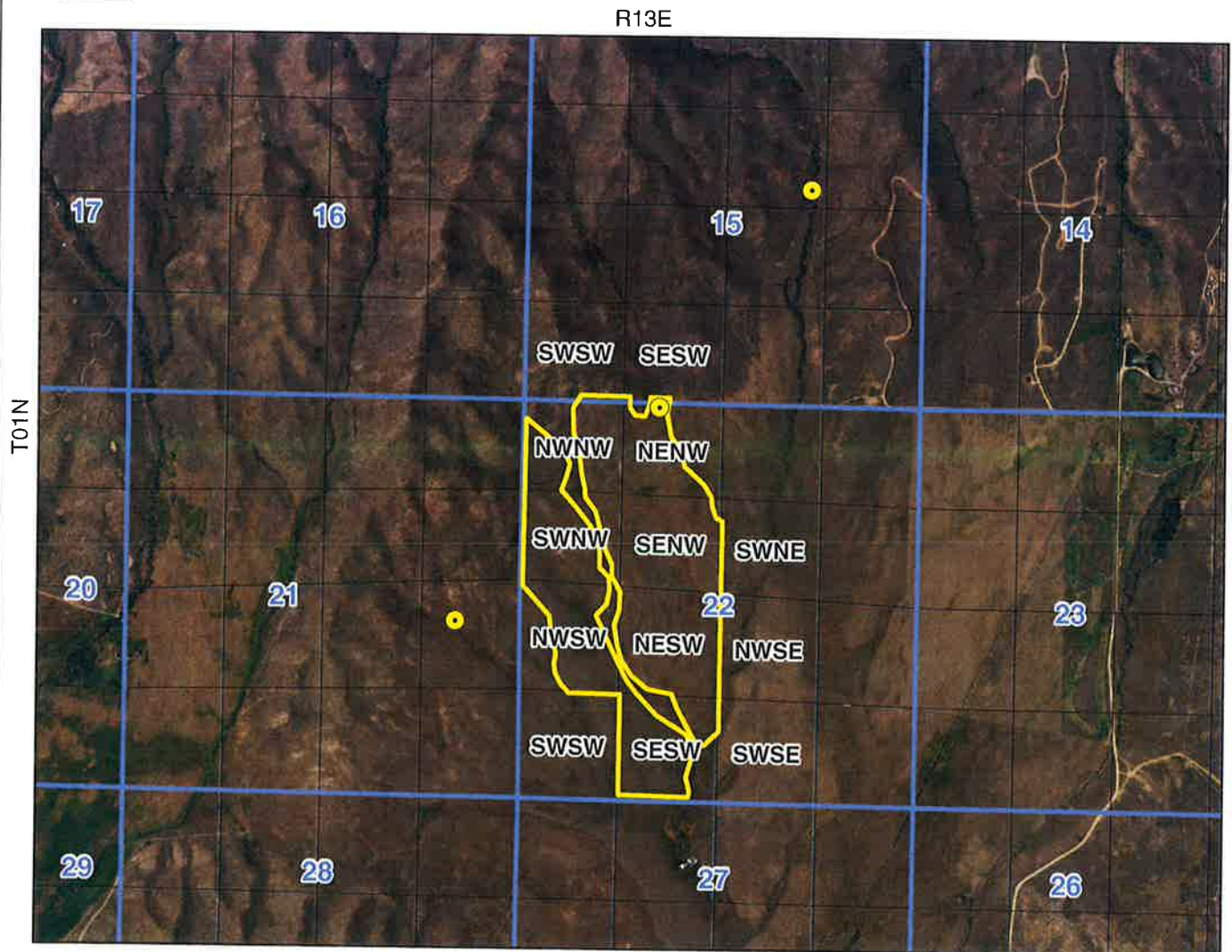
Adjudication Recommendation 37-2103 (IRRIGATION)

Legend

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



Camas County
IDWR Basin 37



Prepared by Steve Clelland
On August 24, 2009
2004 Aerial Photography

0 0.45 0.9 1.8
Miles

Clelland, Steve

From: Clelland, Steve
Sent: Thursday, July 02, 2009 12:19 PM
To: Fritschle, Carter; 'Charles E. Brockway'; 'Gary Slette'
Cc: 'Robin Moore'; 'Evan Robertson'; Bromley, Chris; Kelly, Vicki
Subject: RE:Amended Claim - PODs and Source Van Horn right No. 37-2103
Attachments: 37-2103 AMENDED CLAIM 7-2-09.doc; 37-2103_01.jpg

Attached is a Word Doc of the Amended Claim for 37-2103 based on our notes from yesterday's phone meeting.

There is one other correction made to the POD list also: the POD given in Section 15 was recommended as SESENE... the correct location should have read SESWNE. I apologize for the error but I think the correction can be part of the Amended Claim process. Perhaps Chuck can confirm this location also.

In any case, if you need to make corrections to any part of this Amended Claim you can handwrite the new item and initial the changes.

Steve Clelland
steve.clelland@idwr.idaho.gov
(208) 287-4913

From: Fritschle, Carter
Sent: Wednesday, July 01, 2009 4:35 PM
To: 'Charles E. Brockway'; Gary Slette; Clelland, Steve
Cc: Robin Moore; Evan Robertson; Bromley, Chris
Subject: RE: D. Van Horn right No. 37-2103

Chuck and Gary,

Steve Clelland will be working on these, so I am including him with this response. I am sure we can prepare an amended claim in Word that you can either use as is, or modify it before sending it to the court.

Carter

From: Charles E. Brockway [mailto:charles.e.brockway@brockwayeng.com]
Sent: Wednesday, July 01, 2009 4:09 PM
To: Gary Slette; Fritschle, Carter
Cc: Robin Moore; Evan Robertson; Bromley, Chris
Subject: RE: D. Van Horn right No. 37-2103

Carter: I will be in Boise July 8 and 9 for the Eastern Snake Hydrologic Modelling Committee meeting. Could we schedule a time to review the Van Horn ADR ?

We should probably do this quickly; especially since the attorneys are coping out!

7/2/2009

Chuck

From: Gary Slette [mailto:gslette@rsidaholaw.com]
Sent: Wednesday, July 01, 2009 4:01 PM
To: Charles E. Brockway; Fritschle, Carter
Cc: Robin Moore; Evan Robertson; Bromley, Chris
Subject: D. Van Horn right No. 37-2103

Chuck and Carter,

In conversations with Chris Bromley, he thought it might be best if the two of you worked out the details for the revisions of the Van Horn right. No, we're not trying to dodge the responsibility—Chris just thought it might be more productive than having attorneys messing around with the technical details.

OK?

Gary D. Slette

Robertson & Slette, PLLC

Attorneys at Law

P.O. Box 1906

Twin Falls, ID 83303-1906

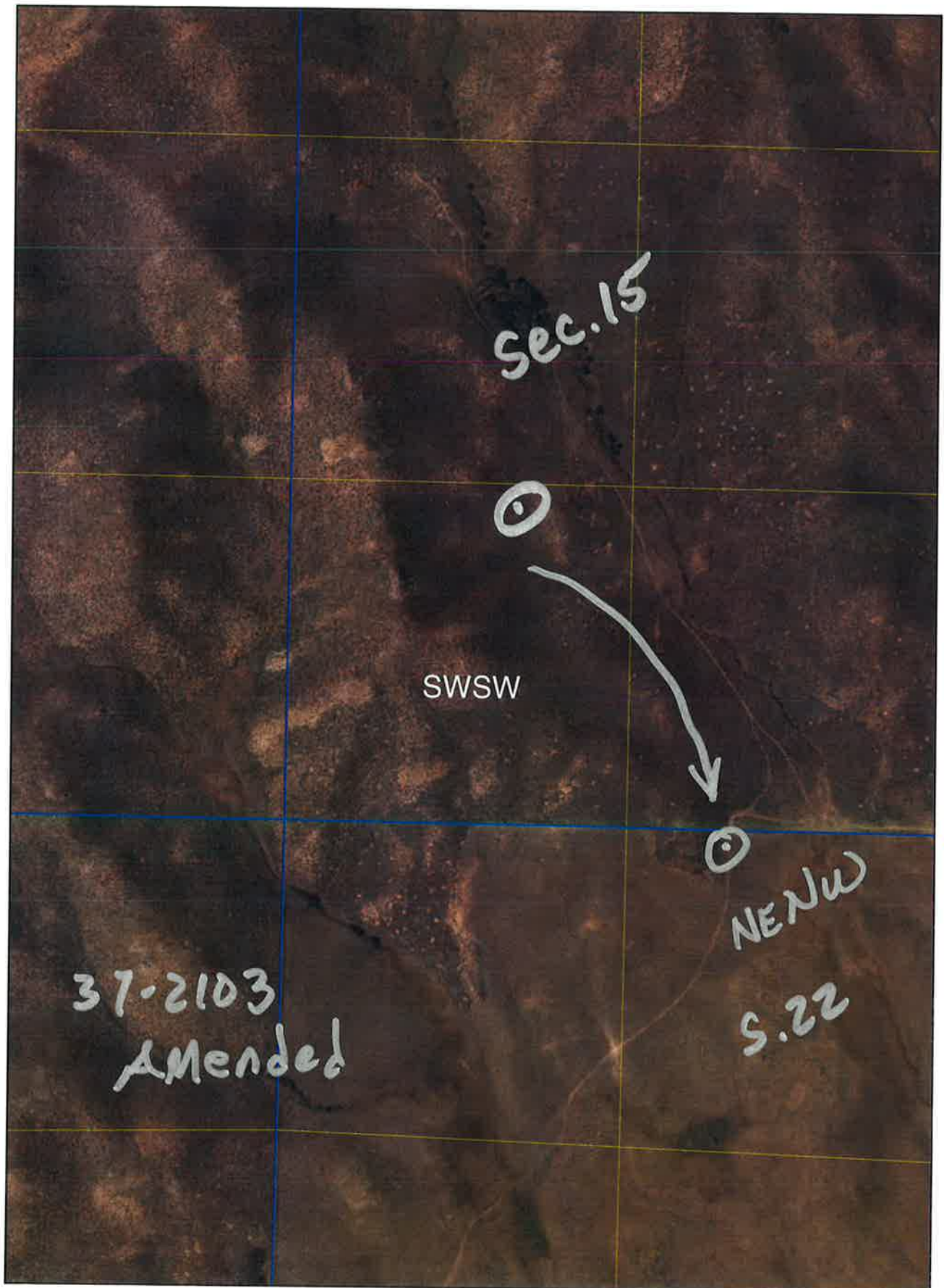
Tel. (208) 933-0700

Fax (208) 933-0701

gslette@rsidaholaw.com

7/2/2009

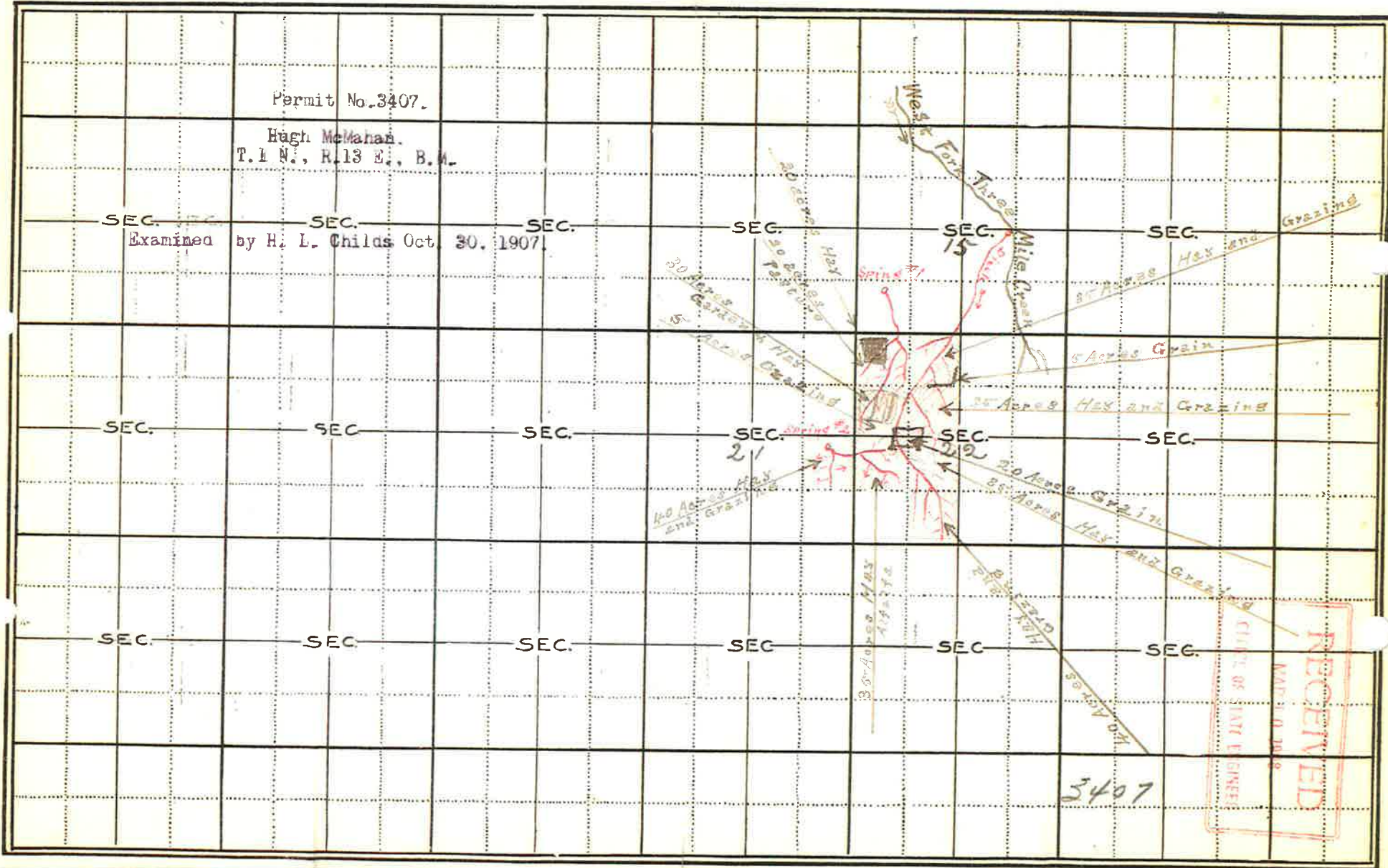
SWSW of Section 15



Permit No. 3407.

Hugh McMahon.
T. 1 N., R. 13 E., B. 4.

SEC. Examined by H. L. Childs Oct. 30, 1907.



09/18/2008

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

RIGHT NUMBER: 37-2103
NAME AND ADDRESS: DANNY VANHORN
PO BOX 345
FAIRFIELD ID 83327
VALERIE VANHORN
PO BOX 345
FAIRFIELD ID 83327

SOURCE: MC MAHAN CREEK
SPRINGS

TRIBUTARY: THREEMILE CREEK
TRIBUTARY: MC MAHAN CREEK

QUANTITY: 4.700 CFS

PRIORITY DATE: 02/05/1908

POINT OF DIVERSION:

T01N R13E S15 SESENE Within CAMAS County
T01N R13E S15 NESWSW Within CAMAS County
T01N R13E S21 NWNSE Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.020 CFS
IRRIGATION	04/15 10/31	4.700 CFS

PLACE OF USE: IRRIGATION in CAMAS County

T01N R13E S22	NENW	22.00	T01N R13E S22	NWNW	29.00
T01N R13E S22	SWNW	36.00	T01N R13E S22	SENW	39.00
T01N R13E S22	NESW	39.00	T01N R13E S22	NWSW	25.00
T01N R13E S22	SESW	30.00			

DOMESTIC same as IRRIGATION

220 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right No. 37-2131 is also diverted through point of diversion for Mc Mahan described above.



Idaho Department of Water Resources

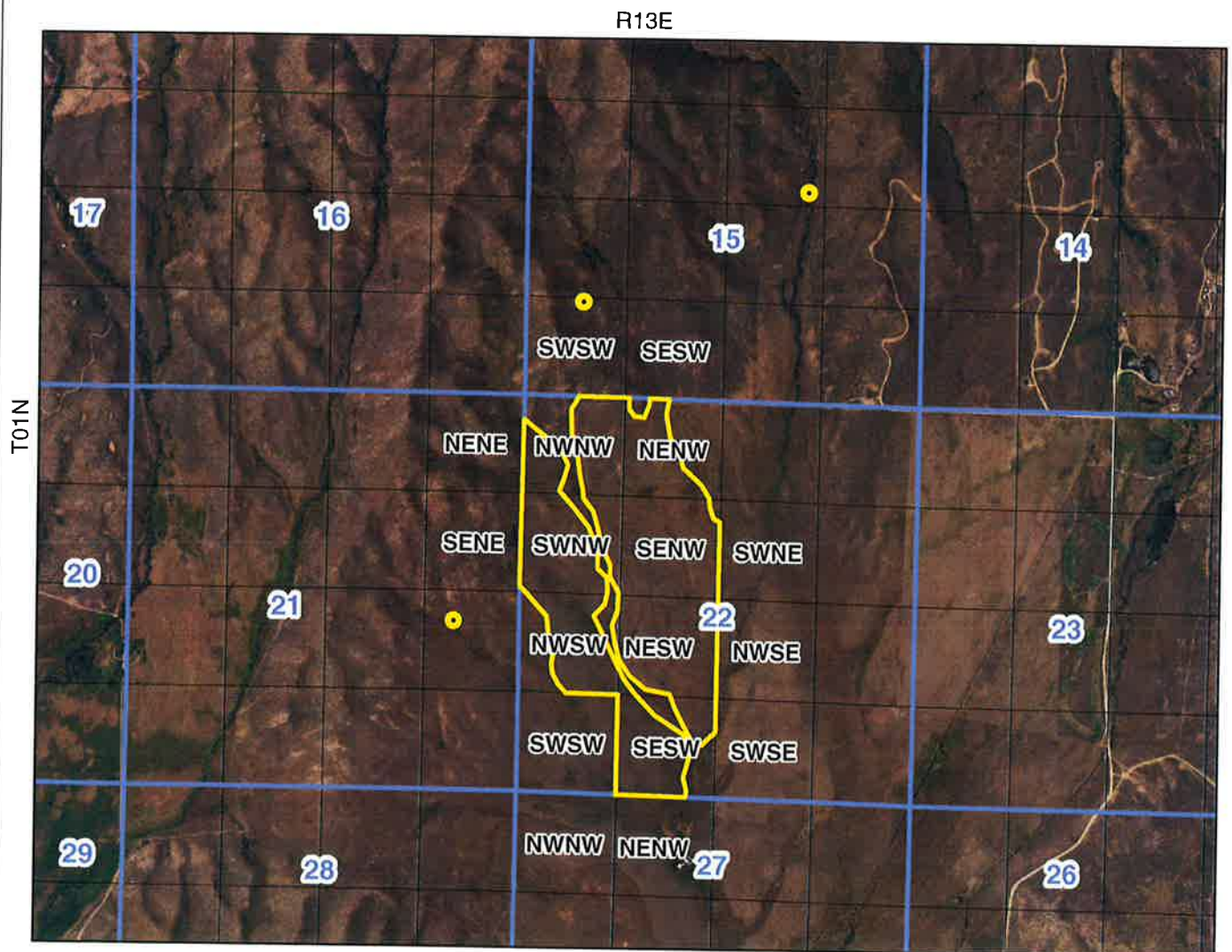
SRBA Recommendation 37-2103 (IRRIGATION)

Legend

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



Camas County
IDWR Basin 37



Prepared by Steve Clelland
On September 18, 2008
2004 Aerial Photography

0 0.45 0.9 1.8 Miles

37-2103

9/18/08 sec

POD:

located mostly as licensed & claimed.
Adjusted McMAHAN POD based on
AERIAL photos.

POU: Again I followed the lic./claim
ACRES & legals for POU.
Using Ditches from Lic. Exam Map
and the Topo contour lines, a
Reasonable Delivery to the POU ACRES
was developed. A determination
of fields was made using ALL
Available maps, drawings & Aerial
photos. Some lands outside the
lic/claimed POU may also be irrig.

Q: License allowed 1"/Ac with
combined sources as follows:

McMAHAN CR.	6.0 cfs
#1 Spring (Sec. 15)	0.2
#2 Spring (Sec 21)	0.1
	6.3 cfs

$$\frac{6.3 \text{ cfs}}{320 \text{ AC}} = 0.0197$$

ALLOW 0.02 cfs/AC

37-2103 (Pg. 2)

9/18/02 SCC

Q:

$$220 \text{ Ac} \times 0.02 \text{ cfs} = 4.4 \text{ cfs}$$

Allowing for Separate Sources -

$$\text{McMAHAN Cr} = 4.4 \text{ cfs}$$

$$\#1 \text{ Spring} = 0.2$$

$$\#2 \text{ Spring} = \underline{\underline{0.1}}$$

$$4.7 \text{ cfs}$$



MAPQUEST.

0 400 m
1200 ft

N
↑

N
↑

POD
ROAD

McMAHAN CR.

16 15
21 22

21 22
28 27

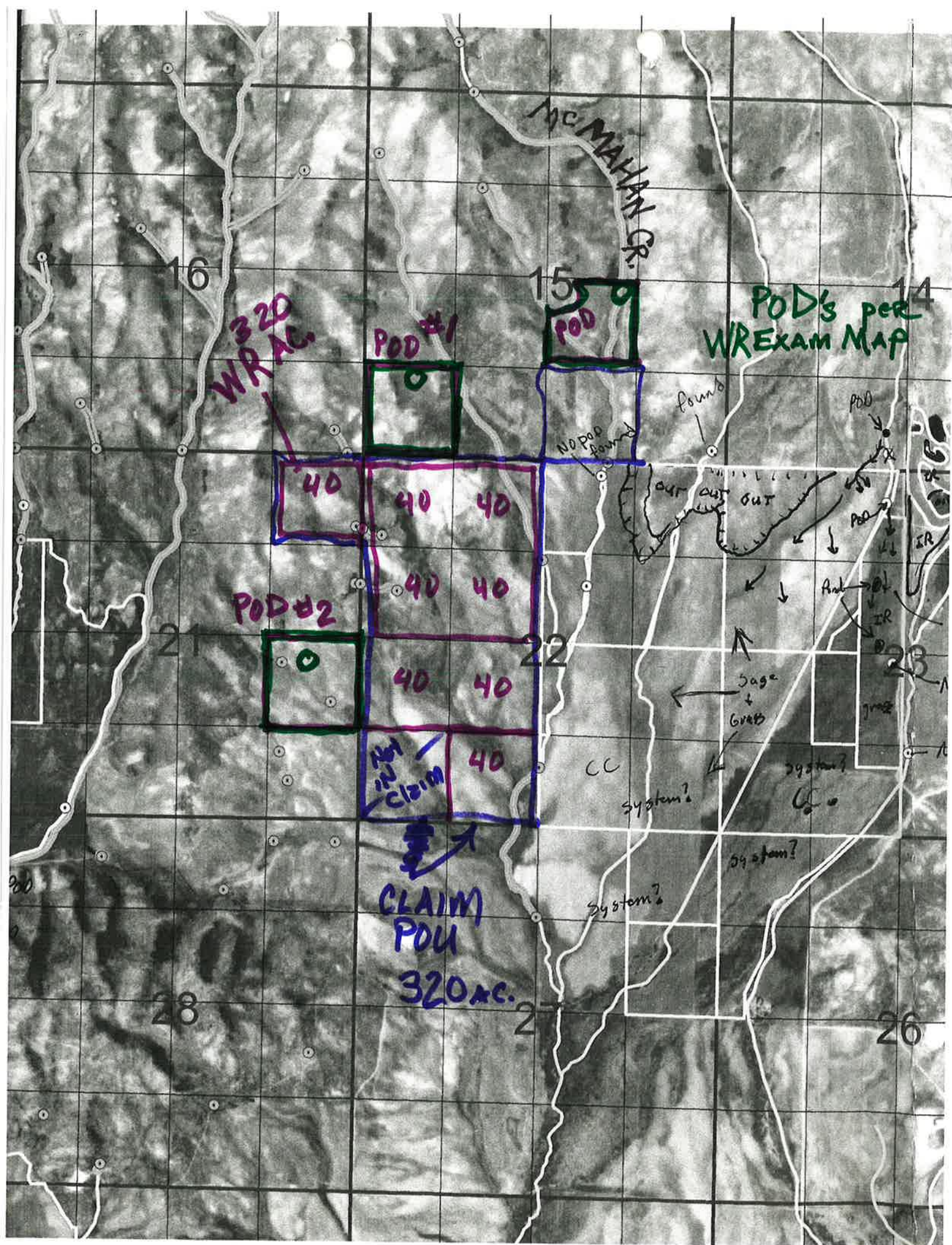
OUT

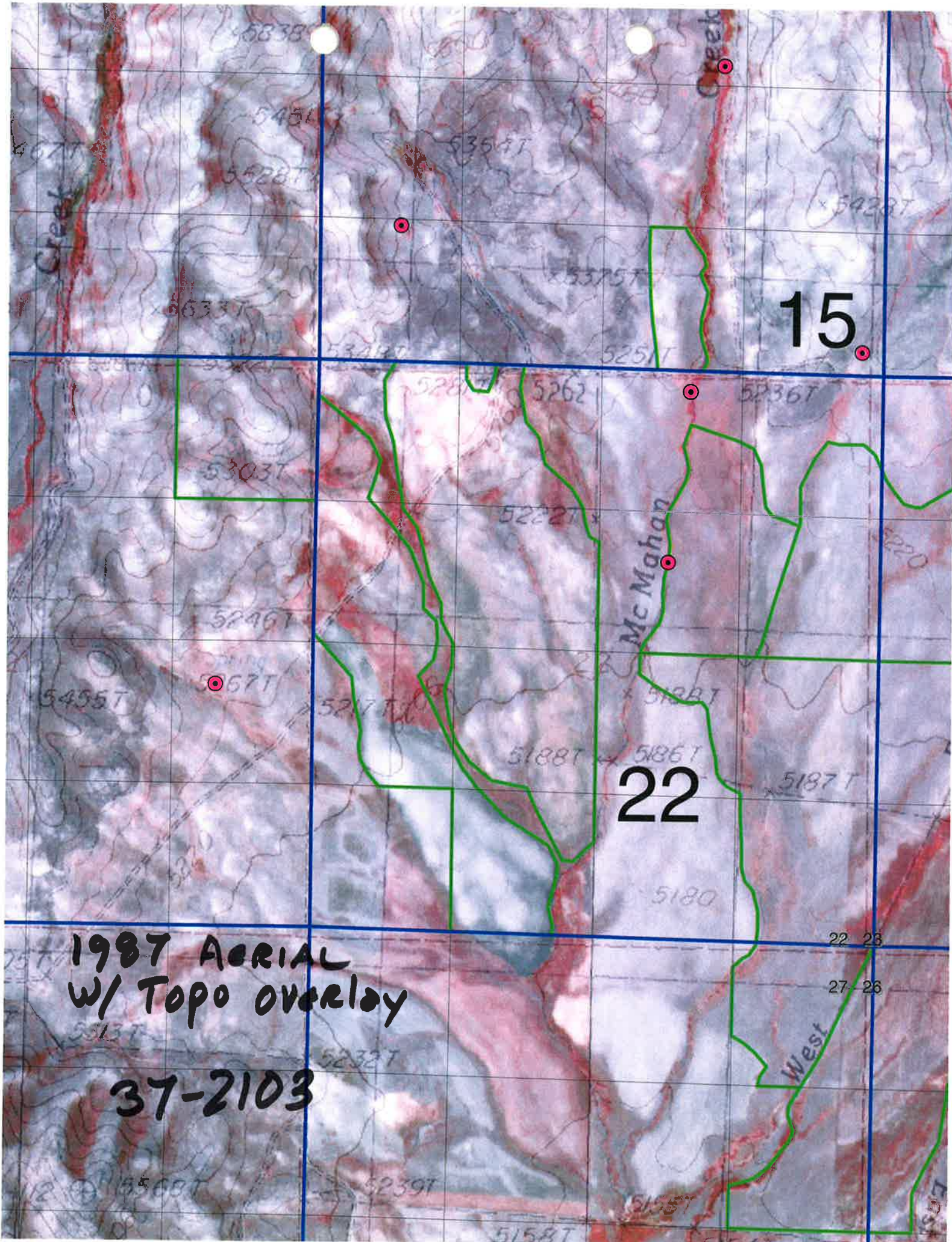
Review
Notes

Van Horn full view

9/10/08 sec

37-2103





15.

22

2004 AERIAL

220 ACRES
37-2103 POL

22 23

27 26

N →

MAPQUEST

MAPQUEST

27

22

22

0 100 m 300 ft

0 100 m 300 ft

3 of 3

-2103

9/10/08 sec

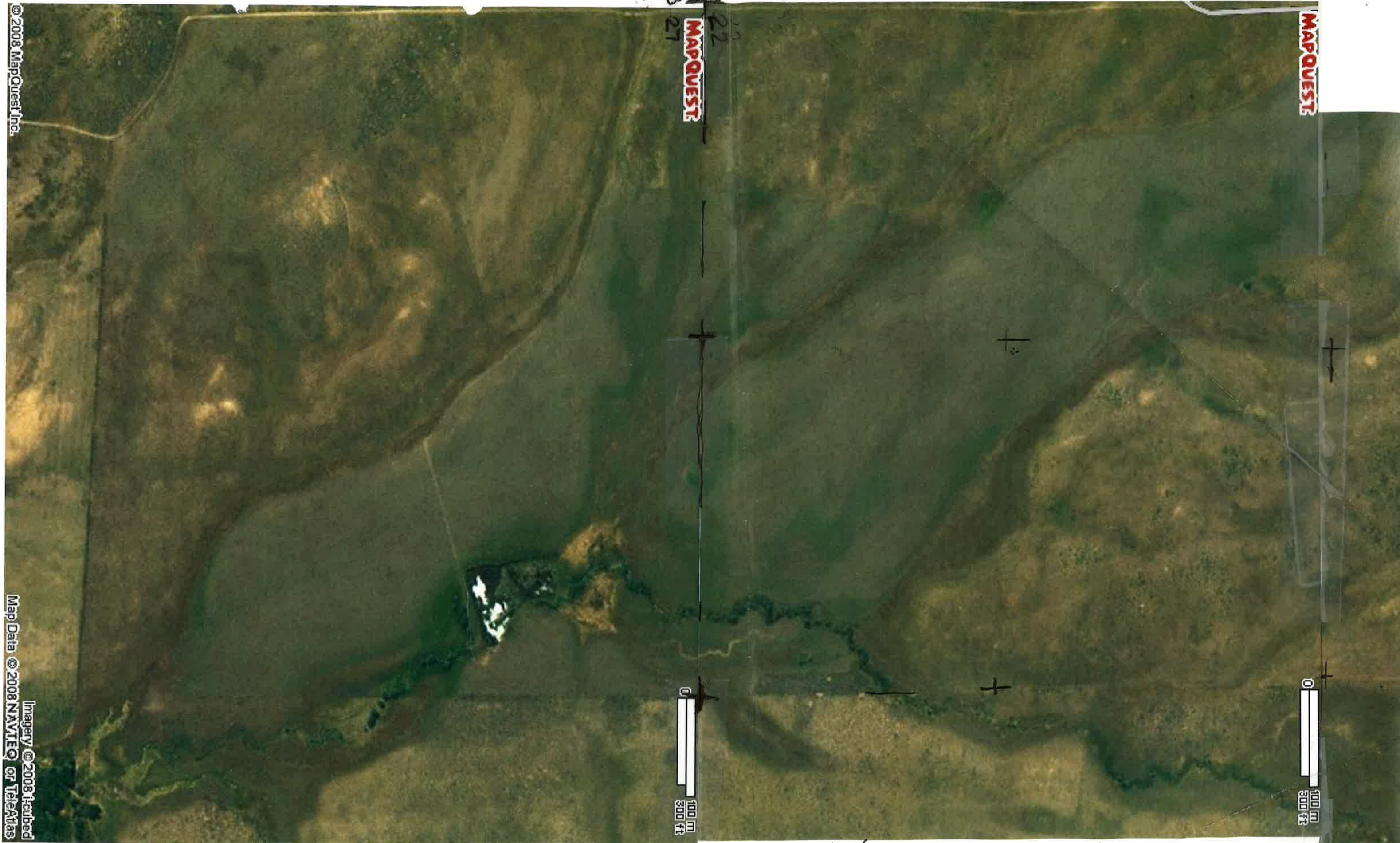
VanHorn

#2 of 3

8-ribbed
TeleAtlas

© 2008 MapQuest Inc.

Imagery © 2008 i-cubed
Map Data © 2008 NAVTEQ or TeleAtlas



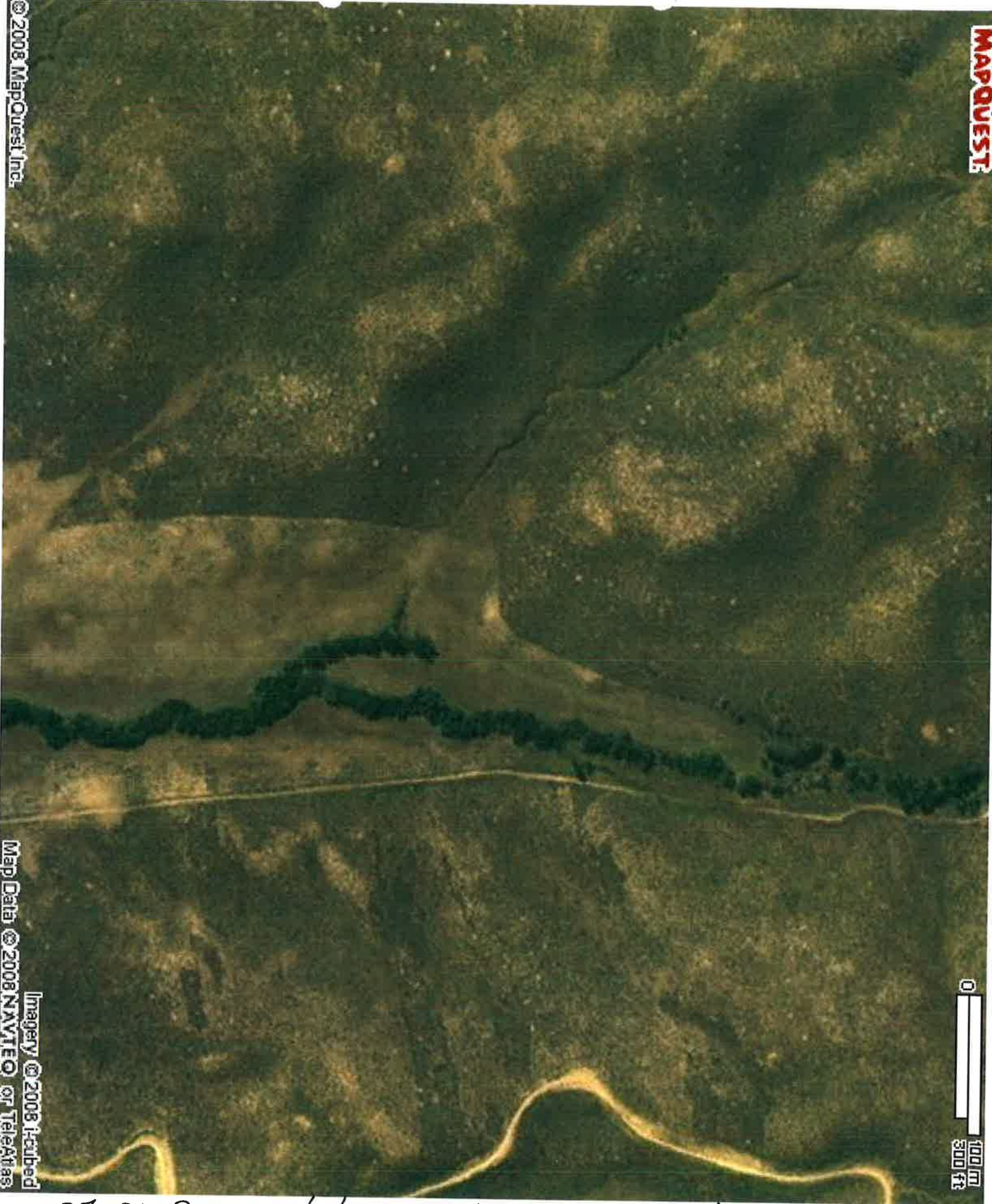
37-2103 9/10/08 sec VanHorn #3 of 3

-2103 9/10/08 sec VanHorn #2 of 3

MAPQUEST

N →

© 2008 MapQuest Inc.



Imagery © 2008 iCubed
Map Data © 2008 NAVTEQ or TeleAtlas

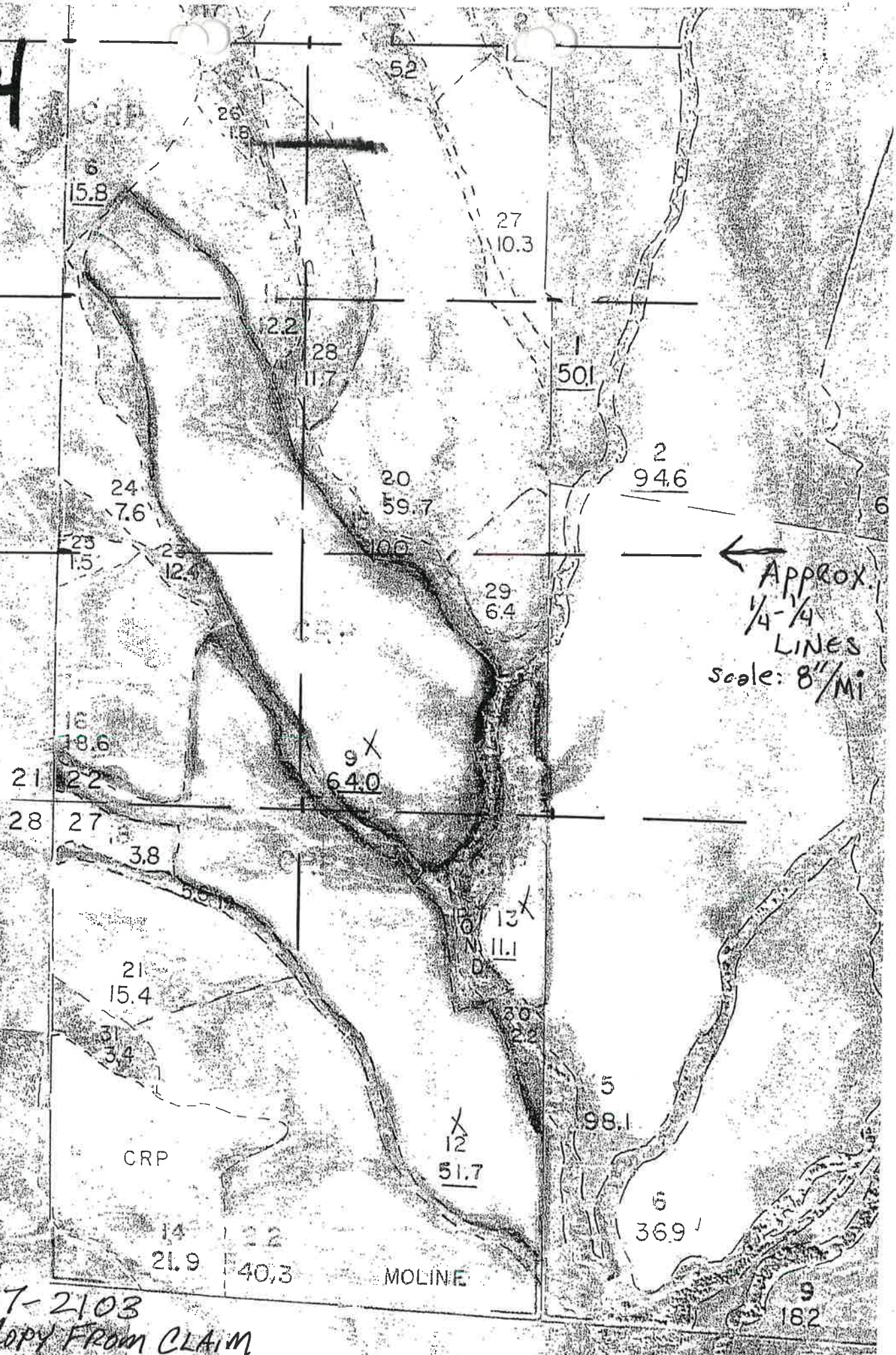
0 100 m 300 ft

37-2103
37-2131

9/10/08 sec Van Horn North End

→ N

G4
T
I
N
R
13
E



← Approx.
1/4-1/4
LINES
Scale: 8"/Mi

37-2103
COPY FROM CLAIM

Hugh McMahon.
T. 1 N., R. 13 E., B. 4.

SEC.	SEC.	SEC.
Examined	by H. L. Childs	Oct. 30, 1907

[illegible]

2407

RECEIVED
MAY 10 1966
FBI - NEW YORK
FBI - NEW YORK

37-2103

Claim No(s). 37-2103

Claim No(s). 37-2103

[illegible]



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 4, 2008

JOHN E ROBERTSON
PO BOX 1906
TWIN FALLS ID 83303

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim to a Water Right #37-2103 and 37-2131
Your Clients: Danny and Valerie Van Horn

Dear Mr. Robertson:

The Notices of Claim to a Water Right you filed for your clients referenced above were received from the SRBA Court recently. I have enclosed receipts #C086062 and C086063 for the filing fees your firm paid.

Your client's Notices of Claim will be investigated and reported to the Court in a future supplemental Director's Report. Please contact me at 208/287-4916 if you have any questions.

Please notify us in writing if your client's address changes or if there is a change in ownership of their property and water rights.

Sincerely,

Craig L. Saxton
Water Rights Supervisor
Adjudication Bureau

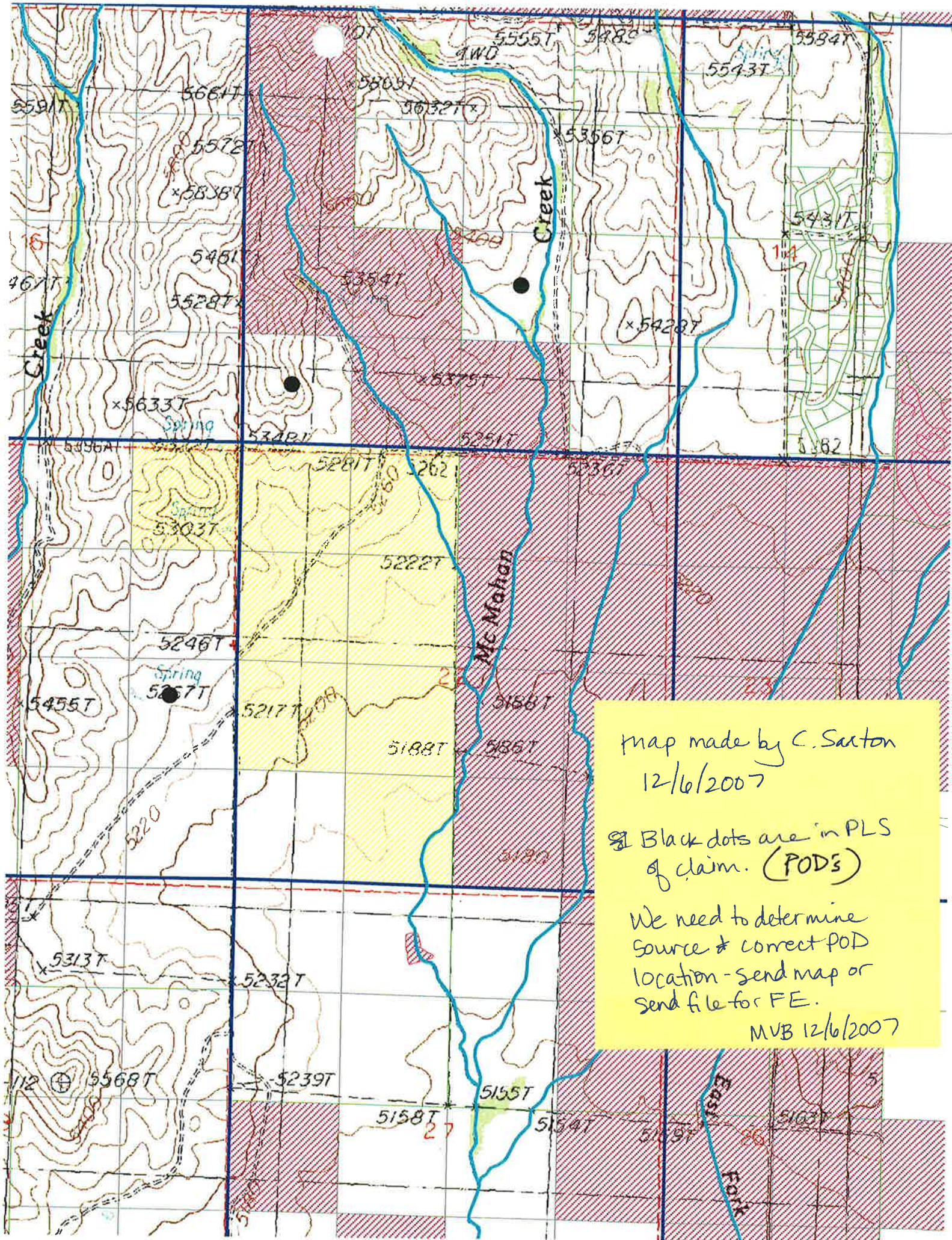
CLS:ss:region

Enclosures:

Receipts Referenced Above

SCANNED

FEB - 4 2008



☒ I have read **SRBA Administrative Order 1, Rules of Procedure** (amended Sept. 30, 1996).

My name is _____

My address is _____

My phone number is: Work _____ Home _____

I am an attorney representing DANNY & VALERIE VAN HORN

My name is J. EVAN ROBERTSON

My address is PO BOX 1906, TWIN FALLS, ID 83303-1906

My phone number is 208-933-0700

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☒ I did not file a Notice of claim to the use of water in the SRBA because:

1. Claimants acquired the place of use in 2005, and erroneously believed predecessor had
filed on this water right. 2. The place of use has been in CRP program since 1997.

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☒ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

I have attached:

- ☒ A fully completed Notice of Claim (available from IDWR).
- ☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.
- ☒ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ 840⁰⁰.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on FEBRUARY 20, 2008 at 1:30 p.m.

(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

- ☐ I must amend my Notice of Claim to the use of water in the SRBA because:

- ☐ I am providing legal and factual documentation to support my amended Notice of Claim. You must describe these documents and attach a readable copy.

I have attached:

- ☐ An amended Notice of Claim (available from IDWR).
- ☐ Payment of the following additional fees required by IDWR:

VERIFICATION (Must be completed)

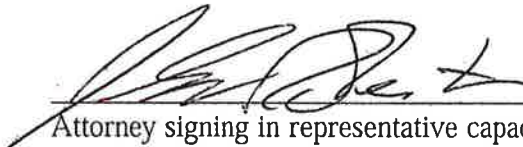
State of IDAHO

County of Twin Falls

J. EVAN ROBERTSON, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

That I am the party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 42-1401A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents, and believe that the statements are true to the best of my knowledge.

Signature of person filing motion



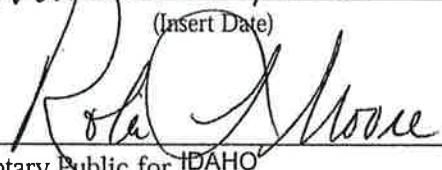
Attorney signing in representative capacity

Subscribed and sworn to before me on

November 14, 2007

(Insert Date)





Notary Public for IDAHO

Residing at: Jerome

My Commission expires: 12-29-12

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on November, 2007, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

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

2. Copies to:

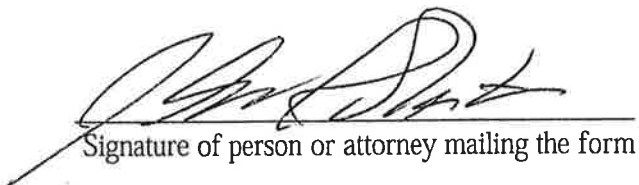
IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.

(Insert Names/address of parties)


Signature of person or attorney mailing the form

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 FORM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

Date Received

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) DANNY & VALERIE VANHORN Phone (208) 764-2137

Mailing Address PO BOX 345 FAIRFIELD, ID Zip 83327

2. Date of Priority (Only one (1) per claim) 02/05/1908

3. Source of water supply (a) MC MAHAN CREEK, & THREE MILE CREEK

which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 01N Range 13E Section 15,
_____ 1/4 of NW 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of CAMAS

Additional points of diversion if any: 01N 13E SEC 15 SWSW, AND 1N13E SEC 21 NESE

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. Headgate and ditches

SCANNED

NOV 15 2007

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For IRRIGATION purposes from 4/15 to 10/31 amount 6.3 or _____

For DOMESTIC purposes from 1/01 to 12/31 amount 0.02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 6.3 (cfs) and / or (b) _____ (acre feet)

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

9. Non-irrigation uses; described fully (e.g. Domestic: list number of households served; Stockwater: type and number of livestock, etc.) 1

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
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
01N	13E	21	40																40
01N	13E	22					40	40	40	40	40	40		40					280

Total number of acres irrigated 320

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

12. Do you own the property listed above as place of use? Yes X No _____
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 ☒

14. Remarks:

Land has been in CRP from 10/01/1997 & 10/01/1998 to 9/30/2007, & 9/30/2008
Conservation Reserve Program Contract NO.109 & 134

Last Name VANHORN Ident. No. _____

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

If applicable provide IDWR Water Right Number 37-2103

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) _____

Date 11-14-07

Date 11-14-07

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

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 Camas) ss.

Subscribed and sworn (or affirmed) before me this 14th day of November, 2007.

Notary Public [Signature]

Residing at Fairfield

My Commission Expires 5-6-2010

S EMMY D. GILL
Notary Public
State of Idaho

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, J. Evan Robertson 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 [Signature]

Address PO Box 1906 Twin Falls ID 83303

Date 11-14-07

Last Name _____ Ident. Number _____

SCANNED

NOV 15 2007

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No.(s)	Adjudication Claim No.(s)	Split	Water Right No.(s)	Adjudication Claim No. (s)	Split
37-2103		☐			☐
		☐			☐
		☐			☐
		☐			☐
		☐			☐

2. The following REQUIRED information must be submitted with this form:

- A. The appropriate FILING FEE. See instructions for fee amounts.
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT PROPERTY or SURVEY MAP.

- 3. Name and Address of Former Owner/Claimant(s): HUGH MC MAHAN
CORRAL ID 83322
- 4. New Owner/Claimant(s): DANNY & VALERIE VANHORN
New Mailing Address: PO BOX 345
City, State, Zip Code: FAIRFIELD, ID. 83327-0345
New Telephone Number: (208) 764-2139
- 5. Date you acquired the property: AUGUST 31 2005

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

06/10/2005

WATER RIGHT NO. 37-2103

Owner Type	Name and Address
Current Owner	HUGH MC MAHAN CORRAL, ID 83322

Priority Date: 02/05/1908

Basis: License

Status: Active

Source	Tributary
MC HAN CREEK SPRINGS	THREEMILE CREEK

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	/	/	6.3 CFS	
DOMESTIC	/	/		
Total Diversion			6.3 CFS	

Location of Point(s) of Diversion:

SWSW	Sec. 15	Township 01N	Range 13E	BLAINE County
NWSE	Sec. 15	Township 01N	Range 13E	BLAINE County
NESE	Sec. 21	Township 01N	Range 13E	BLAINE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

NOT MOLINE

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	13E	21		NENE	40									
		22		NENW	40		NWNW	40		SWNW	40		SENE	40
				NESW	40		NWSW	40		SESW	40			

Place of Use Legal Description: DOMESTIC same as IRRIGATION

Total Acres: 320

Conditions of Approval:

1. MC HAN CK. KNOWN LOCALLY AS W. FK. THREEMILE CK. SOURCES ARE MC HAN CK. & TWO SPRINGS.

Dates:

Licensed Date: 05/08/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 37C

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

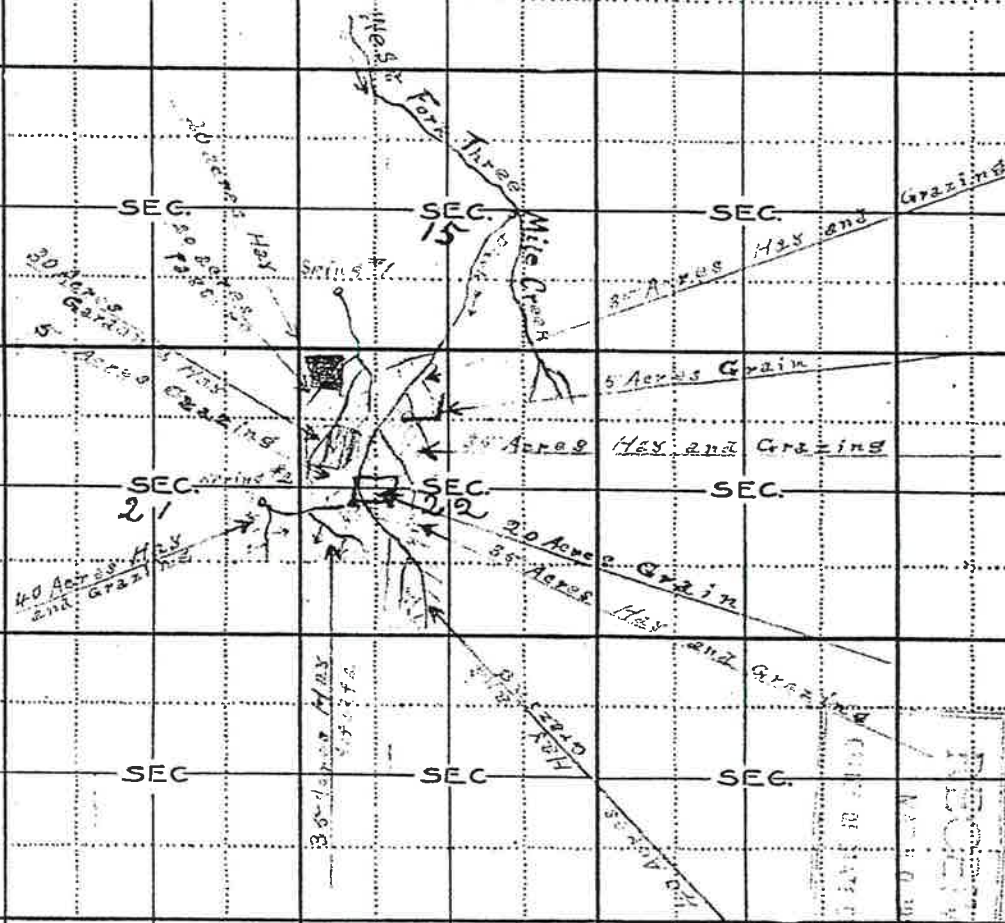
Mitigation Plan: False

Close

SCANNED

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5407



Blaine County *
W.Fork Three Mile Creek *
Springs Nos. 1&2 *
6.3 sec. ft. *
Irrigation *
Priority- 2-5-08 *

STATE OF IDAHO

Water License No. 3407.

WHEREAS, On the 5th day of February, A.D.1908, HUGH McMAHAN of Corral, County of Blaine and State of Idaho, duly made application (No.4804) to me for a permit to use 6.3 cubic feet per second of the waters of West Fork of Three Mile Creek & two springs, County of Blaine, State of Idaho, for irrigation and domestic purposes; and

WHEREAS, On the 8th day of February, A.D.1908, Permit No.3407, was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 8th day of August, A.D.1908, and for the application to beneficial use of said water on or before the 8th day of August, A.D.1908, and,

WHEREAS, On the 7th day of March, A.D.1908, the holder of said permit duly made proof of the completion of adequate works for the diversion of 6.3 cubic feet per second of said waters, as evidenced by my Certificate No.3407, dated March 13,1908, confirming the completion of works of works sufficient capacity for diverting and conveying to the place of intended use 6.3 cubic feet per second of water, with date of priority of February 5,1908, and,

WHEREAS, On the 7th day of March, A.D.1908, proof was duly made of the application to beneficial use of 6.3 cubic feet per second of said water;

NOW, THEREFORE, by virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to HUGH McMAHAN of Corral, Idaho, the holder and owner of said Permit No. 3407, a perpetual right, dating from February 5,1908, to the use of 6.3 cubic feet per second of the waters of West Fork Three Mile Creek & two springs, in the County of Blaine and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point on West Fork Three Mile Creek in NW4 SE4 Section 15; from Spring No.1 in SW4 SE4 Section 15 and from Spring No.2 in NE4 SE4 Section 21, Township 1 North, Range 13 E.B.M. and conducted to and upon (160 acres in the NW4; 80 acres in N2 SW4; 40 acres in SE4 SW4 Section 22; 40 acres in NE4 NE4 Section 21, Township 1 North, Range 13 East of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and the seal of my office at Boise, Idaho, this
thirteenth day of March, A.D. Nineteen Hundred and eight.

(SEAL)

Recorded March 13,1908.

Jas. Stephenson, Jr.

State Engineer.

SCANNED

NOV 16 2007

37 100

No. 4804.

37-2103

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant: Hugh McMahan.

Postoffice address: Corral

County: Blaine State: Idaho.

2. The quantity of water claimed is six $3/10$ cubic feet per second.

3. Source of water supply: 6 second ft. West Fork Three Mile Creek. $2/10$ second ft. Spring No 1 and $1/10$ second ft. Spring No. 2.

County of Blaine.

4. Location of point of diversion : West Fork Three Mile creek NW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 15 Spring No. 1 SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 15- Spring No. 2 NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21 T. 1 N. R. 13 E.

5. To be used for:

I. Irrigation and domestic use: yes.

(a) Amount of land to be irrigated: 320 acres.

(b) In the following legal subdivisions: NW $\frac{1}{4}$ sec. 22- N $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 22 SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21 T. 1 N. R. 13 E. D. M.

6. Estimated cost of works: \$500

7. Description of works for diversion:

I. Kind of works: $1\frac{1}{2}$ miles ditch from West Fork Three Mile creek, $\frac{1}{2}$ mile ditch from Spring No. 1, $\frac{1}{2}$ mile ditch from spring No 2.

II. Dimensions of works:

(a) Size of headgate: Width 2 feet, height $1\frac{1}{2}$ feet.

(d) Conduit Ditch, width at bottom $1\frac{1}{2}$ feet, width at water line 2 feet, depth of water $3/4$ feet. Average grade per mile is 15 feet. Length of ditch is $1\frac{1}{2}$ miles, $\frac{1}{2}$ mile and $\frac{1}{2}$ mile and it crosses the following quarter sections: West Fork Three Mile creek SE $\frac{1}{4}$ Sec. 15 NW $\frac{1}{4}$ Sec. 22 E $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22 Spring No. 1 SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 15- Spring No. 2 NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21 - T. 1 N. R. 13 E. to land described in 5. I (b) above which is the point of intended use.

8. Time required for the completion of the construction of such work is 1 month.

9. Time required for the complete application of the water to the proposed use is 1 month.

BE IT KNOWN That the undersigned hereby makes application for a permit to appropriate the public waters of the State of Idaho as herein set forth.

Hugh McMahan.

Applicant.

Remarks: I wish to prove up completion of works also application of water at once or as soon as same is legally advertised.

APPROVAL OF STATE ENGINEER.

The number of this permit is 3407.

Date of first receipt of application 9.a.m. February 5, 1908.

Recorded in Book 10 Page 3407. Approved February 8, 1908.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho and hereby grant the same, subject to the following limitations and conditions:

Work to begin on or before April 8, 1908, and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.

One-fifth of the work above specified to be completed on or before May 8, 1908.
The whole of said work to be completed on or before August 8, 1908.

The time for proof of beneficial use of water appropriated in accordance herewith, to extend to August 8, 1908.

Witness my hand this eighth day of February 1908.

Jas. Stephenson, Jr.,

State Engineer.

Blank notices of proof of completion and beneficial use mailed applicant.
Notices received fixing March 7, 1908, as date and Soldier, Idaho, as place of proof.
Notice for publication mailed Camas Prairie Courier February 10, 1908.
Deposition blanks mailed applicant February 10, 1908.
H.L. Childs authorized February 10, 1908, to make examination of works.
His report received March 10, 1908.
Affidavit of publication, depositions and fees received March 10, 1908.
Certificate and license issued March 13, 1908.

Permit No. 3407

CERTIFICATE OF COMPLETION OF WORKS.

To All Whom it May Concern:

This is to certify that HUGH McMANIS of Corral, County of Blaine and State of Idaho, the holder of Permit No. 3407, issued upon Application No. 4604, bearing date of priority of February 5, 1908, authorizing the diversion of 6 second feet of the waters of West Fork of Three Mile Creek; .2 of 1 second foot from Spring No. 1 and .1 of 1 second foot from Spring No. 2, County of Blaine, State of Idaho, for irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 6.3 second-feet of the waters of West Fork of Three Mile Creek and two springs;

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that the point of diversion of said waters is from West Fork of Three Mile Creek in Northwest quarter of Southeast quarter (NW4 SE4) Section 15; from Spring No.1 in Southwest quarter of Southwest quarter (SW4 SW4) Section 15; and from Spring No.2 in Northeast quarter of Southeast quarter (NE4 SE4) Section 21, Township 1 North, Range 13 East of Boise Meridian, and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: Northwest quarter; North half of Southwest quarter (N2 SW4); Southeast quarter of Southwest quarter (SE4 SW4) Section 22; Northeast quarter of Southeast quarter (NE4 SE4) Section 21, Township 1 North, Range 13 East of Boise Meridian.

Witness my hand this thirteenth day of March, A.D.1908.

Jas. Stephenson, Jr.

State Engineer.

License issued for 63 second feet
Page 2 of 2

JOHN H. HARRIS, CLERK, STATE ENGINEER, BOISE, ID.

JOHN H. HARRIS, CLERK, STATE ENGINEER, BOISE, ID.

WATER RIGHT NUMBER 37-2103 ✓

OWNER LAST NAME - MC MAHAN

FIRST NAME - HUGH

ORIG OWNER -

ADDRESS LINE 1 -

ADDRESS LINE 2 -

ADDRESS LINE 3 -

CITY - CORRAL

STATE - ID ZIP CODE - 83322

SOURCE - MC HAN CREEK ✓

TRIBUTARY OF - THREEMILE CREEK ✓

SOURCE - SPRINGS ✓

TRIBUTARY OF -

STAGE - LICENSE

STATUS -

PRIORITY - 02-05-1908 COUNTY - BLAINE

TOTAL DIV. RATE -

6.3000 -CFS

TOTAL DIV. VOLUME - .00 AFA TRFR/AMEND -

WATER DIST. - 37C DLE/CAREY ACT -

RIGHT BASIS -

DIVERSION POINT - NWSF 15 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 2.2

SWSW 15 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 0.6

NESE 21 01N 13E LOT REDIV -

272.0 386.0 7.0 13.0 0.0 0.0 0.0 0.0 0.0 0.0 0.7

FROM - TO - USE - IRRIGATION

USE DIV. RATE - 6.3000 CFS USE DIV. VOLUME - .00 AFA

FROM - TO - USE - DOMESTIC

USE DIV. RATE - .0000 CFS USE DIV. VOLUME - .00 AFA

USE - IRRIGATION

PLACE OF USE - TWN 01N RNG 13E SEC 21 TRACT NENE LOT

AC 40

USE - IRRIGATION

PLACE OF USE - TWN 01N RNG 13E SEC 22 TRACT NENW LOT

AC 40 TRACT NWNW LOT AC 40

TRACT SSWW LOT AC 40 TRACT SENW LOT AC 40

TRACT NESW LOT AC 40 TRACT NWSW LOT AC 40

TRACT SESW LOT AC 40

USE -

PLACE OF USE - TWN RNG SEC

DEGREE NAME -

REMARKS - MC HAN CK. KNOWN LOCALLY AS W. FK. THREEMILE CK.

DATE -

TOTAL ACRES 320

SOURCES ARE MC HAN CK. & TWO SPRINGS.

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. - 3407

PROOF MADE - FLD EXAM - COND. OF APPROVAL -

DIVERSION MEANS -

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3/79

IDENT. NO. 37-2103

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]

Western District Office

July 24, 1972

RE: 37-2025, 37-2103, 37-7021, 37-2023, 37-2131,
37-2048, 37-2157, 37-2786, 37-2076

Mr. Peter Jans
Box 688
Ketchum, Idaho 83340

Dear Mr. Jans:

Pursuant to your request, you will find enclosed copies of the permits and licenses that we have recorded on Three Mile Creek and Willow Creek.

The fee for these copies will be \$4.20.

If you should have any further questions, please feel free to call us.

Sincerely,

DORIAN CLAY
Water Resource Examiner

DC:mkp

Enclosures

37 2103

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SOLDIER, IDAHO, March 7th. 1908

Mr. Jas. Stephenson, Jr.,
State Engineer, Boise, Idaho.

Permit No. 3407, Hugh McMahan.

Sir:-

Herewith find proofs of Application and Completion of Works,
Hugh McMahan. Mr. W. S. Walker, of Boise, will call at your office
and pay the required fees.

Inclosed is report of my examination. McMahan has several large tracts
in alfalfa, but designates all such as hay: All the ditches are as
reported in the depositions.

N.W.1/4 N.W.1/4 Sec.22,	40 acres Hay and Grazing.	Water applied to each acre.
N.E.1/4 N.W.1/4	35 acres	and 5 acres Grain, water applied to each acre.
S.W.1/4 N.W.1/4	5 acres Grain, 5 acres Garden, 30 acres Hay and Grazing,	water applied to each acre.
S.E.1/4 N.W.1/4	5 acres Grain, 35 acres Hay and Grazing,	water applied to each acre.
N.W.1/4 S.W.1/4	5 acres Grain, 35 acres Hay,	water applied to each acre.
N.E.1/4 S.W.1/4	5 acres Grain, 35 acres Hay and Grazing,	water applied to each acre.
S.E.1/4 S.W.1/4	40 acres Hay and Grazing,	water applied to each acre.
N.E.1/4 S.E.1/4 Sec.21,	40 acres Hay and Grazing,	water applied to each acre.

Very respectfully,

H. L. Childs

3407

2007 1 1 18:00

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1 DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A CRP contract or CRP-1 means the program documents including the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B Current agricultural market value for offer evaluation purposes means the amount in dollars per acre, determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, paid for dryland cropland at the time at which this contract is signed by the participant.
- C Vegetative cover means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2 ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, the easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By applying for the CRP contract, the participant certifies as a condition for payment that no such restrictions apply to such land, except as agreed otherwise, in writing, by CCC.

3 RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.

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- B Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

4 AGREEMENT

- A The participant agrees:

- (1) That the applicable CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that, liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible cropland into the CRP for a period of 10 crop years, or as agreed to by CCC for a longer period not to exceed 15 crop years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of trees or forage or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the COC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting season for wildlife, except as approved by CCC;
- (10) To annually file required forms requested by CCC for payment limitation determinations;
- (11) During the life of the CRP-1, to not produce an agricultural commodity on highly erodible land, in a county which has not met or exceeded the acreage limitation requirement of 7 CFR Part 1410, which the participant has acquired or may acquire on or after November 28, 1990, unless such land, as determined by CCC, has a history in the most recent 5-year period of producing an agricultural commodity other than forage crops; and

- (12) Any payment or portion thereof due any producer will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. Government shall be made prior to making any payments to producers or their assigns.

B CCC agrees, subject to the availability of funds, to:

- (1) Share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) Pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) Pay to the participant, to the extent required by CCC regulations, an interest penalty on cost-share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, the payment is due;
- (4) At the time of contract expiration or termination, reinstate the allotment or quota, required to be reduced for participation in the CRP, subject to the regulations governing Federal farm programs except that in no case may such reinstated allotments or quotas exceed the amount that would have been applicable had there been no CRP contract;
- (5) Make annual rental payments after October 1 of each year of the contract period.

5 CONSERVATION PLAN

A Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.

B By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed in item 12 of Form CRP-1.

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6 COST-SHARE PAYMENTS

- A** Subject to the availability of funds, cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC, with the county committee.

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A** Payments shall be not be paid under this CRP contract if CCC determines that:
 - (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
 - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
 - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
 - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B** After this CRP contract is approved, the operator or tenant may, if approved by CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:
 - (1) leaves the farm voluntarily or for some reason other than being forced off the farm by the landlord or operator in anticipation of, or because of, participation in the program;

- (2) fails to maintain the tenancy, as determined by CCC, throughout the CRP contract period;
- (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
- (4) dies during the term of this CRP contract and the administrator of the tenant's estate (or a similar person with authority to administer the affairs of the tenant) fails to succeed to this contract within the time required by CCC;
- (5) was removed for cause, as determined by CCC.

C The removal of an operator or tenant from the agreement shall not release the tenant from liabilities for actions arising before such removal.

8 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 9 of this Appendix.
- B Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrows from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C The remedies provided under paragraph 8A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

9 LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract as prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

10 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

11 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in the CRP contract.

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12 TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

13 CONTRACT MODIFICATIONS

A CCC may modify this CRP contract to add, or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed measure has deteriorated because of conditions beyond the control of the participants;
and
- (3) Another practice will achieve at least the same level of environmental benefits.

B Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.

14 EFFECTIVE DATE AND CHANGES TO CONTRACT

The CRP contract is effective when, as determined by CCC, it has been signed by the participants, and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised except by mutual agreement between the parties. Within the dates established by CCC, the CRP contract must be signed by all required participants.

In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

15 REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, sexual orientation, or disability.

3. FARMING

4. PAGE

2 OF 2

CONTRACT PERIOD

EASEMENT PERIOD

NOV 15 2007

CRP-1
(01-30-97)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Gooding/Camas FSA Office
219 University Ave
Gooding, ID 83330

934 8472

1. ST. & CL CODE & C/D 16 025	2. SIGN-UP NUMBER 15
3. CONTRACT NUMBER 109	4. ACRES FOR ENROLLMENT 156.9
5. FARM NUMBER 11	6. TRACT NUMBER(S) 13
8. OFFER (Select one) STANDARD ENVIRONMENTAL PRIORITY	9. CONTRACT PERIOD FROM (M/D/Y) TO (M/D/Y) 10-1-97 9-30-2009

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix -- CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable withdrawal: thereto. CRP-2; ;

10. OFFER FOR PERMISSION TO ALLEY CROP

Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the annual rental payments for permission to produce agricultural commodities on eligible acres in alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP reduced by the amount agreed to above, which reduction must be a reduction of at least 50

11A:
B
C

\$ 32.21	12. Identification of CRP Land				
\$ 5054	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
	13	4		21.0	
nuous signup (rated.)		5	CP47	7.0	1508
		6	CP23	15.8	501

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

John Moline
P O Box 222
Gooding, ID 83330

SOCIAL SECURITY NUMBER
519 38 5653
SIGNATURE
John R Moline
DATE
4-4-97

B. OWNER NAME AND ADDRESS

Robert C Moline
P O Box 451
Gooding, ID 83330 0451

SOCIAL SECURITY NUMBER
518 36 7531
SIGNATURE
Robert C Moline
DATE
6/23/97

C. NAME AND ADDRESS

Caroleann Basterrechea
714 Locke Ave
Gooding, ID 83330

SOCIAL SECURITY NUMBER
519 56 8115
SIGNATURE
Caroleann Basterrechea
DATE
6-23-97

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

DATE

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

ORIGINAL - COUNTY OFFICE COPY

FSA-695
(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

1. ST. & CO. CODES

2. PROGRAM

16 025

CRP

CONSERVATION ANNUAL PAYMENT STATEMENT

3. FARM NO. 11	NAME AND ADDRESS OF PRODUCER John Moline P O Box 222 Gooding, ID 83330	4. SOCIAL SECURITY NO. 519 38 5653	5. PAYMENT TERMS
		6. CONTRACT OR EASEMENT NO. 109	7. AGREEMENT PERIOD (Yr.) : BEGIN 10-1-97 END 9-30-2007
		8. PARTICIPANT'S SHARE .3334	9. GROSS PRODUCER PAYMENT 1685

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1685.00	10-8-98 <i>g</i>	D0000256
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1685.00	10/12/99 <i>g</i>	D0001093
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2000 1685.00	10/18/00	D0002689
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2001 1685.00	10/11/01	D0003605
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2002 1685.00	10/17/02	D0004158
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2003 1685.00	10/10/03	D0004821
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14 REMARKS

SCANNED

NOV 15 2007

FSA-695
(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

CONSERVATION ANNUAL PAYMENT STATEMENT

1. ST. & CO. CODES

16 025

2. PROGRAM

CRP

3. FARM NO. NAME AND ADDRESS OF PRODUCER

11

Robert C Moline
P O Box 451
Gooding, ID 83330

4. SOCIAL SECURITY NO.

518 36 7531

6. CONTRACT OR EASEMENT NO.

109

8. PARTICIPANT'S SHARE

.3333

5. PAYMENT TERMS

7. AGREEMENT PERIOD (Yr.)

BEGIN
10-1-97

END
9-30-2007

9. GROSS PRODUCER PAYMENT

1684

PAYMENT DATA

10.
ITEM

11.
AMOUNT

12.
APPROVED BY
AND DATE

13.
CHECK NUMBER

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

1684.00

10-8-98

00000255
1684

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

1684.00

10/12/99

00001092

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

2000

1684.00

10/18/00

Dom 2688

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

2001

1684.00

10/11/01

Dom 3604

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

2002

1684.00

10/17/02

Dom 4157

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

2003

1684.00

10/10/03

Dom 4820

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

A SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE

B Net Producer Payment

14 REMARKS

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

1. ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO. 11	NAME AND ADDRESS OF PRODUCER Caroleann Basterrechea 714 Locke Ave Gooding, ID 83330	4. SOCIAL SECURITY NO. 519 56 8115	5. PAYMENT TERMS
		6. CONTRACT OR EASEMENT NO. 109	7. AGREEMENT PERIOD (Yr.) : BEGIN 10-1-97 END 9-30-2007
		8. PARTICIPANT'S SHARE .3333	9. GROSS PRODUCER PAYMENT 1684

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1684 ⁰⁰	10-8-98 <i>ge</i>	18169248
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1684.00	10/12/99 <i>ge</i>	18170434
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2000 1684.00	10/18/00	2000 2690
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2001 1684.00	10/11/01	2000 3606
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2002 1684.00	10/17/02	2000 4159
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2003 1684.00	10/10/03	2000 4822
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

SCANNED

NOV 15 2007

NO.: TOTAL ACRES: 156.9

[illegible]

CONTRACT SUPPORT DOCUMENT
NO.: TOTAL ACRES: 156.9

hn Moline	Camas County	ID												
SUMMARY	PROGRAM	CONTRACT NO.	TOTAL	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	

- TES: A. All items numbered under "ITEM NO." must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices listed as "PLANNED CONSERVATION TREATMENT" must be maintained by the participant at no cost to the government.
C. Enter total cost per unit under "COST/UNIT" unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
D. All cost share rates shown under "COST SHARE %" are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost
FR = Flat rate
NC = Non cost-shared
AM = Actual cost not to exceed a specified maximum
Total cost share by calendar year amounts may differ from those displayed in the SUMMARY section by fiscal year depending on what month the item is scheduled and on the fiscal year basis of the program.

SCANNED
NOV 15 2007

CONTRACT AGREEMENT DOCUMENT

NO.: TOTAL ACRES: 156.9

John R. Moline | Camas County | ID

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 590h(b) (Agriculture Conservation); 16 U.S.C. 590p(b) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 43 U.S.C. 1592(c) (Colorado River Basin Salinity Control); The Food Security Act of 1985, Public Law 99-198; Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127 and the regulations promulgated thereunder. Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

By signing, the participant acknowledges receipt of this conservation plan, CONTRACT SUPPORT DOCUMENT NRCS-LTP-11-E, and agrees to comply with the terms and conditions hereof.

CERTIFICATION OF PARTICIPANTS:

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
Carolann Basterrechea	7-15-98	John R. Moline	7-26-97	Robert C. Moline	6/24/98
Carolann Basterrechea		John Moline		Robert Moline	

CERTIFICATION OF:

DESIGNATED CONSERVATIONIST	DATE	CONSERVATION DISTRICT	DATE	OTHER ADMINISTERING AGENCY	DATE
Steve Thompson	9/29/97	John Carl Colter	2-26-98	Farm Service Agency	9/27/97
					Neo Wilds Co.

CONSERVATION PLAN

Client: Moline, John R.
 ssisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			1997	1998	1999	2000	2001**
		CRP Tracts 13, 14 in Camas Co. - 245.0 Ac						
	10A, 11, 14, 16, 22, 24, 3, 4, 5, 6, 16a, 24a,	The NRCS practices listed below will establish and/or maintain perennial vegetative cover for wildlife purposes (CP4D: PERMANENT WILDLIFE HABITAT, NON-EASEMENT) and/or restore wetland functions and values to land formerly devoted to agricultural use (CP23: WETLANDS RESTORATION):						
	10A	HEL* CONSERVATION COVER (327)	10/98		1.8			
	11	HEL* Wildlife Seeding/Planting with Shrubs. A minimum	10/98		12.2			
	14	HEL* of 15% or 30% (determined by NRCS) of each of	10/98		6.6			
	16	these fields will be established to wildlife	10/98		11.6			
	22	HEL* cover as identified in the attached	10/98		40.3			
	24	Seeding/Planting Plan ID-CPA-25.	10/98		4.6			
	3		10/98		5.3			
	4	HEL*	10/98		6.3			
	5	HEL*	10/98		2.1			
	6	HEL*	10/98		4.7			
	16a	CONSERVATION COVER (327)	10/98		7.0			
	24a	Wildlife Seeding/Planting on Wetlands. At least	10/98		3.0			
	3a	51% of the wetland acres of each field will be seeded/planted for wildlife habitat as identified in the attached Seeding/Planting Plan ID-CPA-25. Remaining wetland acreages not seeded or planted must have an existing cover approved by NRCS.	10/98		1.2			
	10A	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/97	6.0	6.0	6.0	6.0	6.0
		HEL* Vegetative cover will not be disturbed during the	10/97	12.2	12.2	12.2	12.2	12.2
		HEL* primary nesting season April 1 through August 1	10/97	21.9	21.9	21.9	21.9	21.9
	16	as per Notice CRP-278. Noxious weeds will be	10/97	11.6	11.6	11.6	11.6	11.6
	16a	controlled as required by applicable laws and	10/97	7.0	7.0	7.0	7.0	7.0
	22	HEL* with NRCS/COC approval. Fields determined	10/97	40.3	40.3	40.3	40.3	40.3
	24	established by NRCS will thereafter be maintained	10/97	4.6	4.6	4.6	4.6	4.6
	24a	at plant density levels required by NRCS. No	10/97	3.0	3.0	3.0	3.0	3.0
	3	haying, grazing, or burning. Hydrology necessary	10/97	5.3	5.3	5.3	5.3	5.3
	3a	for/associated with wetlands identified in this	10/97	1.2	1.2	1.2	1.2	1.2

L Fields marked as HEL are highly erodible fields.

L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED
 NOV 16 2007

CONSERVATION PLAN

Client: Moline, John R.
 Assisted By: Bob Josaitis

John Moline

TRACT	FIELD	PLANNED CONSERVATION TREATMENT	FIRST	PLANNED PRACTICE APPLICATION SCHEDULE				
			APPLY Mo/Yr	1997	1998	1999	2000	2001**
1	4	HEL* contract will not be altered.	10/97	21.0	21.0	21.0	21.0	21.0
1	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
1	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
1	10A	HEL* USE EXCLUSION (472)	10/97	6.0	6.0	6.0	6.0	6.0
1	11	HEL* Livestock will be excluded from CRP fields.	10/97	12.2	12.2	12.2	12.2	12.2
1	14	HEL*	10/97	21.9	21.9	21.9	21.9	21.9
1	16		10/97	11.6	11.6	11.6	11.6	11.6
1	16a		10/97	7.0	7.0	7.0	7.0	7.0
1	22	HEL*	10/97	40.3	40.3	40.3	40.3	40.3
1	24		10/97	4.6	4.6	4.6	4.6	4.6
1	24a		10/97	3.0	3.0	3.0	3.0	3.0
1	3		10/97	5.3	5.3	5.3	5.3	5.3
1	3a		10/97	1.2	1.2	1.2	1.2	1.2
1	4	HEL*	10/97	21.0	21.0	21.0	21.0	21.0
1	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
1	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
1	10A	HEL* WILDLIFE UPLAND HABITAT MANAGEMENT (645)	10/98		6.0	6.0	6.0	6.0
1	11	HEL* Wildlife seeding/plantings established under	10/98		12.2	12.2	12.2	12.2
1	14	HEL* CONSERVATION COVER 327 shall primarily benefit	10/98		21.9	21.9	21.9	21.9
1	16	sage and sharptail grouse. Management shall	10/98		11.6	11.6	11.6	11.6
1	22	HEL* include non-disturbance of cover from April 1	10/98		40.3	40.3	40.3	40.3
1	24	through August 1.	10/98		4.6	4.6	4.6	4.6
1	3		10/98		5.3	5.3	5.3	5.3
1	4	HEL*	10/98		21.0	21.0	21.0	21.0
1	5	HEL*	10/98		7.0	7.0	7.0	7.0
1	6	HEL*	10/98		15.8	15.8	15.8	15.8
1	16a	WILDLIFE WETLAND HABITAT MANAGEMENT (644)	10/98		7.0	7.0	7.0	7.0
1	24a	Wildlife seedings/plantings established under	10/98		3.0	3.0	3.0	3.0
1	3a	CONSERVATION COVER 327 shall primarily benefit	10/98		1.2	1.2	1.2	1.2
		waterfowl species. Management shall include						
		non-disturbance of cover from April 1 through						
		August 1 and maintenance of hydrology necessary						
		for preservation of wetland functions and values.						

EL Fields marked as HEL are highly erodible fields.

EL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

* Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN

Client: Moline, John R.
 Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2002	2003	2004	2005	2006
		CRP Tracts 13, 14 in Camas Co. - ~~245.0~~ Ac						
	10A, 11, 14, 16, 16a, 22, 24, 24a, 3a, 4, 6	The NRCS practices listed below will establish and/or maintain perennial vegetative cover for wildlife purposes (CP4D: PERMANENT WILDLIFE HABITAT, NON-EASEMENT) and/or restore wetland functions and values to land formerly devoted to agricultural use (CP23: WETLANDS RESTORATION):						
	10A	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/97	6.0	6.0	6.0	6.0	6.0
	11	HEL* Vegetative cover will not be disturbed during the	10/97	12.2	12.2	12.2	12.2	12.2
	14	HEL* primary nesting season April 1 through August 1	10/97	21.9	21.9	21.9	21.9	21.9
	16	as per Notice CRP-278. Noxious weeds will be	10/97	11.6	11.6	11.6	11.6	11.6
	16a	controlled as required by applicable laws and	10/97	7.0	7.0	7.0	7.0	7.0
	22	HEL* with NRCS/COC approval. Fields determined	10/97	40.3	40.3	40.3	40.3	40.3
	24	established by NRCS will thereafter be maintained	10/97	4.6	4.6	4.6	4.6	4.6
	24a	at plant density levels required by NRCS. No	10/97	3.0	3.0	3.0	3.0	3.0
	3	haying, grazing, or burning. Hydrology necessary	10/97	5.3	5.3	5.3	5.3	5.3
	3a	for/associated with wetlands identified in this	10/97	1.2	1.2	1.2	1.2	1.2
	4	HEL* contract will not be altered.	10/97	21.0	21.0	21.0	21.0	21.0
	5	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
	10A	HEL* USE EXCLUSION (472)	10/97	6.0	6.0	6.0	6.0	6.0
	11	HEL* Livestock will be excluded from CRP fields.	10/97	12.2	12.2	12.2	12.2	12.2
	14	HEL*	10/97	21.9	21.9	21.9	21.9	21.9
	16		10/97	11.6	11.6	11.6	11.6	11.6
	16a		10/97	7.0	7.0	7.0	7.0	7.0
	2	HEL*	10/97	40.3	40.3	40.3	40.3	40.3
	24a		10/97	4.6	4.6	4.6	4.6	4.6
	3		10/97	3.0	3.0	3.0	3.0	3.0
	3a		10/97	5.3	5.3	5.3	5.3	5.3
	4	HEL*	10/97	1.2	1.2	1.2	1.2	1.2
	5	HEL*	10/97	21.0	21.0	21.0	21.0	21.0
	6	HEL*	10/97	7.0	7.0	7.0	7.0	7.0
	6	HEL*	10/97	15.8	15.8	15.8	15.8	15.8
	10A	HEL* WILDLIFE UPLAND HABITAT MANAGEMENT (645)	10/98	6.0	6.0	6.0	6.0	6.0

L Fields marked as HEL are highly erodible fields.

L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED
 NOV 15 2007

CONSERVATION PLAN

Client: Moline, John R.
 Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2002	2003	2004	2005	2006
3	11	HEL* Wildlife seeding/plantings established under	10/98	12.2	12.2	12.2	12.2	12.2
3	14	HEL* CONSERVATION COVER 327 shall primarily benefit	10/98	21.9	21.9	21.9	21.9	21.9
3	16	sage and sharptail grouse. Management shall	10/98	11.6	11.6	11.6	11.6	11.6
3	22	HEL* include non-disturbance of cover from April 1	10/98	40.3	40.3	40.3	40.3	40.3
3	24	through August 1.	10/98	4.6	4.6	4.6	4.6	4.6
3	3		10/98	5.3	5.3	5.3	5.3	5.3
3	4	HEL*	10/98	21.0	21.0	21.0	21.0	21.0
3	5	HEL*	10/98	7.0	7.0	7.0	7.0	7.0
3	6	HEL*	10/98	15.8	15.8	15.8	15.8	15.8
3	16a	WILDLIFE WETLAND HABITAT MANAGEMENT (644)	10/98	7.0	7.0	7.0	7.0	7.0
3	24a	Wildlife seedings/plantings established under	10/98	3.0	3.0	3.0	3.0	3.0
3	3a	CONSERVATION COVER 327 shall primarily benefit	10/98	1.2	1.2	1.2	1.2	1.2
		waterfowl species. Management shall include						
		non-disturbance of cover from April 1 through						
		August 1 and maintenance of hydrology necessary						
		for preservation of wetland functions and values.						

Total Number of planned acres: 245.0

3L Fields marked as HEL are highly erodible fields.

3L* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

* Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN APPROVAL

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

Form	Tract	ACRES	LAND UNIT NAME	OWNER NAME
111	13	720.0		
TOTAL		720.0 ACRES		

Operator (Producer)

Date 9-26-97

The above Conservation Plan meets the requirements of the Field Office Technical Guide.

Designated Conservationist

Date 9/29/97

Approved by

Conservation District

Date 2-26-98

EL Fields marked as HEL are highly erodible fields.

EL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

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United States
Department of
Agriculture

Natural
Resources
Conservation
Service

211 University Avenue
Gooding, ID 83330-6155

FILE COPY

May 7, 1998

To: CRP Participants, Camas County

From: Bob Josaitis, NRCS Gooding

Subject: Seeding Schedule Update for 1998 CRP Contracts

Dear CRP participant:

Due to high seed prices and seed shortages, field work requirements particular to the recent CRP sign-ups, and the late spring conditions, seedings of 1998 CRP contracts will be postponed until spring 1999. Wetland fields may, however, need to be seeded this fall (1998) due to the wet soil conditions that may unfavorably delay spring 1999 seedings.

If your CRP contract requires a seeding practice, myself and Terry Gregory (Idaho Fish & Game) will be scheduling a field visit with you in the coming weeks to develop with your input the seed plan and the locations within fields where the seedings will occur.

At that time weed control and site preparation issues will be evaluated on a field-by-field basis. If you have weed or other concerns that you feel require immediate attention, please call and I will schedule a field visit as soon as possible.

Holders of 1999 CRP contracts, which become effective October 1 of 1998, will be scheduled for field visits for seed plan development this fall or earlier if fields are not cropped this summer.

If you have any questions, please contact me at 1-800-642-1058 or 934-8481.



cc: Steve Thompson, NRCS District Conservationist, Gooding
Terry Gregory, IDF&G Hill City
Harold Boggs, Jr., FSA County Executive Director, Gooding

STATUS REVIEW
Final Status Review

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 USC 590a-f (Soil Conservation); 16 USC 1301-1311 (Water Bank); 16 USC 590p(b) (Great Plains); 30 USC 1236 et seq. (Rural Abandoned Mines); 33 USC 1288 et seq. (Rural Clean Water); 43 USC 1592(c) (Colorado River Basin Salinity Control); 16 USC 3831 (Conservation Reserve). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

County Camas Date 5/20/03 Contract or Agreement No. (CRP) 109

Name John Moline Address P.O. Box 222, Gooding, ID 83330-0222

Final status review based on field review 11/6/02 by Bob Josaitis; Contract period 10/1/97 to 9/30/2007

Progress in applying plan:

Fields 3: 3a: light-moderate tall w.g.; Fields 4, 5, 6, 10a: strong w.g., sage encroaching; Field 11: light-moderate tall w.g.; Field 14: good wheatgrass with sagebrush; Field 16, 16a: light-moderate stand of mature tall w.g. evident in drill rows, gone to seed, may spread; Field 22: tall w.g. throughout but light; Field 24, 24a: light-moderate tall wheatgrass.

All fields have small annual weeds, Madia (tarweed), and bulbous bluegrass in varying amounts. Noxious weeds are under control. Field 22 has significant morning glory, which will be suppressed with further grass establishment. Given a good precipitation year (which hasn't happened since fall 1998 re-seeding efforts) these fields should continue to establish to CRP grasses and native wetland species already present as seed in soil.

After construction the pond dike was covered with Canada thistle. Treated, now it is gone and grass well established on dike.

Revision of plan or modification of contract needed:

None. Recommend contract be turned over to Farm Service Agency as established.

Need for technical assistance:

Assess Field 22 morninglory in relation to tall w.g. and other plant establishment following this favorable 2003 spring season.

IMPORTANT: CRP contract holder(s) are responsible for noxious weed control as per Idaho Statute Title 22 Chapter 24 Noxious Weed Law. Control is containment of noxious weeds so they will not spread. Key Camas Prairie CRP control concerns are with Canada thistle seeds spread by wind to adjacent fields, knapweed along CRP borders and travelways spread by vehicles and animals, and the need to eradicate all leafy spurge and rush skeletonweed plants. Competition from established CRP grasses may suffice as control for some noxious weed plants during contract period. Contact the Camas Creek Cooperative Weed Management Area Administrator for technical assistance as necessary.

Land is still under control of the participant: ☒ Yes ☐ No

Signed [Signature]
District Conservationist or Administering Agency

[Signature]
Participant

United States
Department of
Agriculture

Farm Service Agency

GOODING/CAMAS COUNTY FSA OFFICE

9 UNIVERSITY AVE

GOODING, ID 83330-6155

Phone 208-934-8472

Date 02-10-1999

Program 99CRPWRI

Time 14:47

Application Check Writing

Statement Type B Original

PAGE 1



Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

<u>Reference Number(s)</u>	<u>Amount</u>	<u>STAT</u>	<u>Payment Description</u>
Control 980032	70.50		WETLAND RESTOR INCENT PAYMENT-CCC FUNDED
	70.50		Total Payments (Transactions)

Disbursement Information

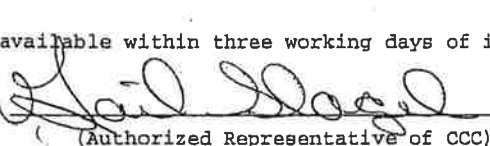
<u>Issue</u>	<u>ACH/</u>	<u>ASGN/</u>	<u>RECVBL/</u>	<u>Amount</u>	<u>Payee Name/CCC Debt Repaid</u>
<u>Date</u>	<u>Check</u>	<u>JYPMT</u>	<u>Claim</u>		
02-10-1999	D0000647			70.50	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				70.50	Total Disbursements
				70.50	Total Program Payment Earned

Special Data

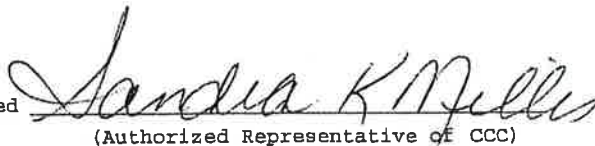
CN109

Funds should be available within three working days of issue date.

Approved: Signed


(Authorized Representative of CCC)

Counter-Signed


(Authorized Representative of CCC)

*** End of Report ***

United States
Department of
Agriculture

Farm Service Agency

GOODING/CAMAS COUNTY FSA OFFICE
9 UNIVERSITY AVE

Date 12-10-1998

Program 98CRPWRI

GOODING, ID 83330-6155

Time 11:20

Application Check Writing

Phone 208-934-8472

Statement Type B Original

PAGE 1

Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)

Control

980032

Amount

STAT

Payment Description

141.29

WETLAND RESTOR INCENT PAYMENT-CCC FUNDED

141.29

Total Payments (Transactions)

Disbursement Information

Issue

ACH/

ASGN/

RECVBL/

Date

Check

JYPMT

Claim

Amount

Payee Name/CCC Debt Repaid

2-10-1998

D0000571

141.29

JOHN R MOLINE

Funds to be deposited in:

FIRST SECURITY BANK

141.29

Total Disbursements

141.29

Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

Sandra K. Miller
(Authorized Representative of CCC)

Counter-Signed

Paul E. Hart
(Authorized Representative of CCC)

*** End of Report ***

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NOV 15 2007

ACES
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Claim Service Agency

9 UNIVERSITY AVE

GOODING, ID 83330-6155
Phone 208-934-8472

Date 12-10-1998 Program 98CRPWRI
Time 11:21 Application Check Writing
Statement Type B Original

PAGE 1



Name: JOHN R MOLINE
PO BOX 222
GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)	Amount	STAT	Payment Description
Control 980031	933.51		WETLAND RESTOR INCENT PAYMENT-CCC FUNDED
	933.51		Total Payments (Transactions)

Disbursement Information

Issue	ACH/	ASGN/	RECVBL/	Amount	Payee Name/CCC Debt Repaid
Date	Check	JYPMT	Claim		
12-10-1998	D0000572			933.51	JOHN R MOLINE Funds to be deposited in: FIRST SECURITY BANK
				933.51	Total Disbursements
				933.51	Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed [Signature] Counter-Signed [Signature]
(Authorized Representative of CCC) (Authorized Representative of CCC)

*** End of Report ***

Program 99CRPCS
Application Check Writing

GOODING, ID 83330-6155
Phone 208-934-8472

Original

PAGE 1

Name: JOHN R MOLINE
PO BOX 222
GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)	Amount	STAT	Payment Description
Control 980031	1,867.00		CONSERVATION RESV COST SHARE-CCC FUNDED
	1,867.00		Total Payments (Transactions)

Disbursement Information

Issue Date	ACH/Check	ASGN/JYPMT	RECVBL/Claim	Amount	Payee Name/CCC Debt Repaid
2-10-1998	D0000569			1,867.00	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				1,867.00	Total Disbursements
				1,867.00	Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

C/S
SCANNED

NOV 15 2007

GOODING, ID 83330-6155
Phone 208-934-8472

999

Program 98CRPCS
Application Check Writing

Type B Original

PAGE 1



Name: JOHN R MOLINE
PO BOX 222
GOODING, ID 83330-0222

AIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction Information

Reference Number(s)	Amount	STAT	Payment Description
000001	1,454.00		CONSERVATION RESV COST SHARE-CCC FUNDED
	1,454.00		Total Payments (Transactions)

Disbursement Information

ie	ACH/	ASGN/	RECVBL/	Amount	Payee Name/CCC Debt Repaid
12-1999	Check	JYPMT	Claim	1,454.00	JOHN R MOLINE
					Funds to be deposited in:
					FIRST SECURITY BANK
				1,454.00	Total Disbursements
				1,454.00	Total Program Payment Earned

is should be available within three working days of issue date.

roved: Signed [Signature] Counter-Signed [Signature]
(Authorized Representative of CCC) (Authorized Representative of CCC)

*** End of Report ***

0/5

GOODING, ID 83330-6155
Phone 208-934-8472

12-10-1998

Program 99CRPCS

11:06

Application Check Writing

Statement Type B Original

PAGE 1

Name:

JOHN R MOLINE

PO BOX 222

GOODING, ID 83330-0222

RETAIN FOR TAX PURPOSES

Producer ID 519 38 5653 S

Disbursement Statement

Transaction InformationReference Number(s)

Control 980032

Amount

282.00

282.00

STAT Payment Description

CONSERVATION RESV COST SHARE-CCC FUNDED

Total Payments (Transactions)

Disbursement Information

Issue ACH/ ASGN/ RECVEL/

Date Check JYPMT

12-10-1998 D0000570

Claim

Amount

282.00

282.00

282.00

282.00

Payee Name/CCC Debt Repaid

JOHN R MOLINE

Funds to be deposited in:

FIRST SECURITY BANK

Total Disbursements

Total Program Payment Earned

Funds should be available within three working days of issue date.

Approved: Signed

(Authorized Representative of CCC)

Counter-Signed

(Authorized Representative of CCC)

*** End of Report ***

c/s
SCANNED

NOV 15 2007

CRP-1
(01-30-97)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

(TRACT #13)

Form Approved - OMB No. 0560-0125

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Gooding/Camas FSA Office
219 University Ave
Gooding, ID 83330

1. ST. & CO. C. & C/D 16 025 0	2. SIGN-UP NUMBER 16
3. CONTRACT NUMBER 134	4. FARM ENROLLMENT [REDACTED]
5. FARM NUMBER 11	6. TRACT NUMBER(S) 13
8. OFFER (Select one) STANDARD ☐ ENVIRONMENTAL PRIORITY ☒	9. CONTRACT PERIOD FROM (M/D/Y) 10-1-98 TO (M/D/Y) 9-30-08

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre \$ 35.00	12. Identification of CRP Land
B. Annual Contract Payment \$ 4438	A. Tract No. B. Field No. C. Practice D. Acres E. Total C/S
C. First Year Payment \$	13 9,12,13 OPID 126.8 0
(Item 11C applicable only to continuous signup when the first year payment is prorated.)	

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS John R Moline P O Box 222 Gooding, ID 83330	SOCIAL SECURITY NUMBER 519 38 5653
	3334 % SIGNATURE John R Moline DATE 11-26-97
B. OWNER NAME AND ADDRESS Robert C Moline P O Box 451 Gooding, ID 83330 1451	SOCIAL SECURITY NUMBER 518 36 7531
	3333 % SIGNATURE Robert C Moline DATE 11/26/97
C. NAME AND ADDRESS Caroleann Basterrechea 714 Locke Ave Gooding, ID 83330	SOCIAL SECURITY NUMBER 519 56 8115
	3333 % SIGNATURE Caroleann Basterrechea DATE 11-26-97
14. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE Mike Zienkiewicz DATE 9-15-98

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 551, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

ORIGINAL - COUNTY OFFICE COPY

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1 DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A CRP contract or CRP-1 means the program documents including the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B Current agricultural market value for offer evaluation purposes means the amount in dollars per acre, determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, paid for dryland cropland at the time at which this contract is signed by the participant.
- C Vegetative cover means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2 ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, the easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By applying for the CRP contract, the participant certifies as a condition for payment that no such restrictions apply to such land, except as agreed otherwise, in writing, by CCC.

3 RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.

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- B** Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

4 AGREEMENT

- A** The participant agrees:

- (1) That the applicable CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that, liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible cropland into the CRP for a period of 10 crop years, or as agreed to by CCC for a longer period not to exceed 15 crop years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of trees or forage or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the COC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting season for wildlife, except as approved by CCC;
- (10) To annually file required forms requested by CCC for payment limitation determinations;
- (11) During the life of the CRP-1, to not produce an agricultural commodity on highly erodible land, in a county which has not met or exceeded the acreage limitation requirement of 7 CFR Part 1410, which the participant has acquired or may acquire on or after November 28, 1990, unless such land, as determined by CCC, has a history in the most recent 5-year period of producing an agricultural commodity other than forage crops; and

- (12) Any payment or portion thereof due any producer will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. Government shall be made prior to making any payments to producers or their assigns.

B CCC agrees, subject to the availability of funds, to:

- (1) Share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) Pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) Pay to the participant, to the extent required by CCC regulations, an interest penalty on cost-share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, the payment is due;
- (4) At the time of contract expiration or termination, reinstate the allotment or quota, required to be reduced for participation in the CRP, subject to the regulations governing Federal farm programs except that in no case may such reinstated allotments or quotas exceed the amount that would have been applicable had there been no CRP contract;
- (5) Make annual rental payments after October 1 of each year of the contract period.

5 CONSERVATION PLAN

A Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.

B By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed in item 12 of Form CRP-1.

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NOV 15 2007

6 COST-SHARE PAYMENTS

- A** Subject to the availability of funds, cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC, with the county committee.

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A** Payments shall be not be paid under this CRP contract if CCC determines that:
 - (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
 - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
 - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
 - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B** After this CRP contract is approved, the operator or tenant may, if approved by CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:
 - (1) leaves the farm voluntarily or for some reason other than being forced off the farm by the landlord or operator in anticipation of, or because of, participation in the program;

- (2) fails to maintain the tenancy, as determined by CCC, throughout the CRP contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the term of this CRP contract and the administrator of the tenant's estate (or a similar person with authority to administer the affairs of the tenant) fails to succeed to this contract within the time required by CCC;
 - (5) was removed for cause, as determined by CCC.
- C The removal of an operator or tenant from the agreement shall not release the tenant from liabilities for actions arising before such removal.

8 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 9 of this Appendix.
- B Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrows from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C The remedies provided under paragraph 8A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

9 LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract as prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

10 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

11 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in the CRP contract.

SCANNED

NOV 15 2007

12 TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

13 CONTRACT MODIFICATIONS

A CCC may modify this CRP contract to add, or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed measure has deteriorated because of conditions beyond the control of the participants;
and
- (3) Another practice will achieve at least the same level of environmental benefits.

B Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.

14 EFFECTIVE DATE AND CHANGES TO CONTRACT

The CRP contract is effective when, as determined by CCC, it has been signed by the participants, and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised except by mutual agreement between the parties. Within the dates established by CCC, the CRP contract must be signed by all required participants.

In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

15 REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, sexual orientation, or disability.

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

1. ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO.	NAME AND ADDRESS OF PRODUCER	4. SOCIAL SECURITY NO.	5. PAYMENT TERMS
	CAROLEANN BASTERRECHEA 714 Locke Ave Gooding, ID 83330	519 56 8115	
		6. CONTRACT OR EASEMENT NO.	7. AGREEMENT PERIOD (Yr.)
		134	BEGIN 10-01-1998
			END 09-30-2008
		8. PARTICIPANT'S SHARE	9. GROSS PRODUCER PAYMENT
		3333	1479.00

PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/12/99	18170941
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2000 1479.00	10/18/00	10002713
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2001 1479.00	10/11/01	10003624
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2002 1479.00	10/17/02	10004180
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	2003 1479.00	10/10/03	10004841
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

SCANNED

NOV 15 2007

FSA-695

(02-10-97)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

ST. & CO. CODES

2. PROGRAM

CONSERVATION ANNUAL PAYMENT STATEMENT

16 025

CRP

3. FARM NO.	NAME AND ADDRESS OF PRODUCER	4. SOCIAL SECURITY NO.	5. PAYMENT TERMS
	ROBERT C MOLINE P. O. Box 451 Gooding, ID 83330 1451	518 36 7531	
		6. CONTRACT OR EASEMENT NO.	7. AGREEMENT PERIOD (Yr.) :
		134	BEGIN 10-01-1998 END 09-30-2008
		8. PARTICIPANT'S SHARE	9. GROSS PRODUCER PAYMENT
		3333	1479.00

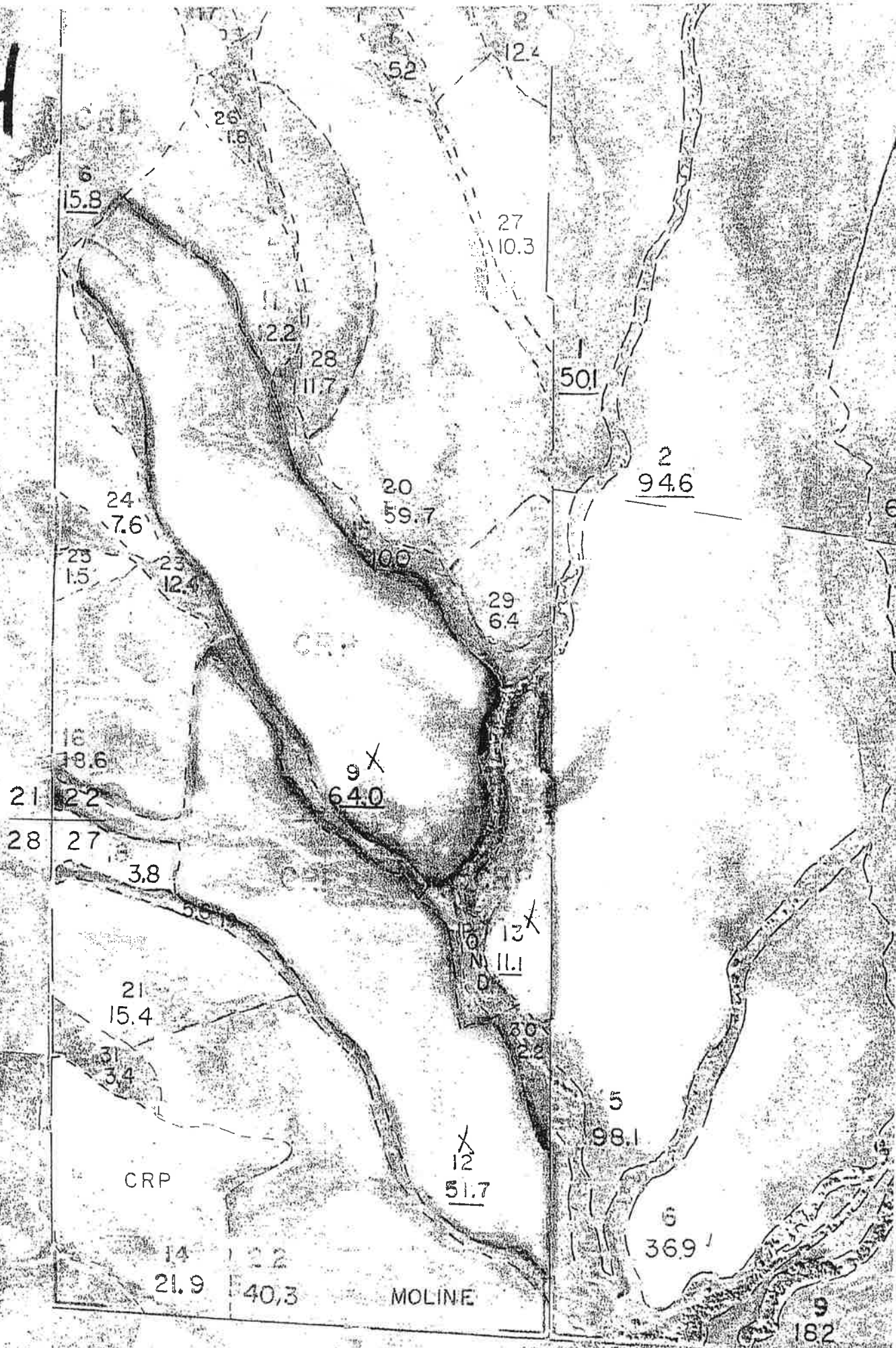
PAYMENT DATA

10. ITEM	11. AMOUNT	12. APPROVED BY AND DATE	13. CHECK NUMBER
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479	10/12/99	D0001118
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/18/00	D0002711
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/11/01	D0003622
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/17/02	D0004178
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment	1479.00	10/10/03	D0004739
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE			
B. Net Producer Payment			

14. REMARKS

FSA-695 (02-10-97)		U.S. DEPT. OF AGRICULTURE Farm Service Agency		1. ST. & CO. CODES 16 025	2. PROGRAM CRP
CONSERVATION ANNUAL PAYMENT STATEMENT					
3. FARM NO. NAME AND ADDRESS OF PRODUCER JOHN R MOLINE P. O. Box 222 Gooding, ID 83330		4. SOCIAL SECURITY NO. 519 38 5653		5. PAYMENT TERMS 7. AGREEMENT PERIOD (Yr.) BEGIN 10-01-1998 END 09-30-2008	
		6. CONTRACT OR EASEMENT NO. 134		9. GROSS PRODUCER PAYMENT 1480.00	
		8. PARTICIPANT'S SHARE 3334			
PAYMENT DATA					
10. ITEM		11. AMOUNT		12. APPROVED BY AND DATE	
13. CHECK NUMBER					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment		1480.00		10/12/99	
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE				D0001119	
B. Net Producer Payment		2000 1480.00		10/18/00	
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE				D0002712	
B. Net Producer Payment		2001 1480.00		10/11/01	
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE				D0003623	
B. Net Producer Payment		2002 1480.00		10/17/02	
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE				D0004179	
B. Net Producer Payment		2003 1480.00		10/10/03	
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE				D0004840	
B. Net Producer Payment					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment					
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B. Net Producer Payment					
A. SET-OFF OR PAYMENT REDUCTION, PAYEE AND PURPOSE					
B. Net Producer Payment					

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STATUS REVIEW
Final Status Review

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 USC 590a-f (Soil Conservation); 16 USC 1301-1311 (Water Bank); 16 USC 590p(b) (Great Plains); 30 USC 1236 et seq. (Rural Abandoned Mines); 33 USC 1288 et seq. (Rural Clean Water); 43 USC 1592(c) (Colorado River Basin Salinity Control); 16 USC 3831 (Conservation Reserve). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

County Camas Date 5/20/03 Contract or Agreement No. (CRP) 134

Name John Moline Address P.O. Box 222, Gooding, ID 83330-0222

Final status review based on field review 11/6/02 by Bob Josaitis; Contract period 10/1/98 to 9/30/2008

Progress in applying plan:

Field 9: Strong stand of wheatgrass and brome. Weeds under control.

Field 12: Strong stand of wheatgrass and brome, some sagebrush beginning to establish. Weeds under control.

Field 13: Good stand of wheatgrass with lupine. Weeds under control.

Revision of plan or modification of contract needed:

None. Recommend contract be turned over to Farm Service Agency as established.

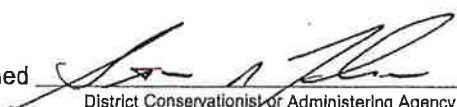
Need for technical assistance:

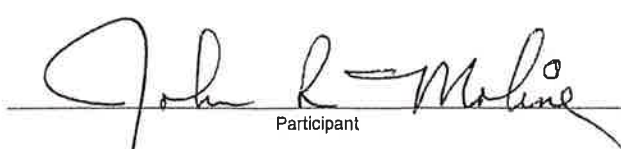
None at this time.

IMPORTANT: CRP contract holder(s) are responsible for noxious weed control as per Idaho Statute Title 22 Chapter 24 Noxious Weed Law. Control is containment of noxious weeds so they will not spread. Key Camas Prairie CRP control concerns are with Canada thistle seeds spread by wind to adjacent fields, knapweed along CRP borders and travelways spread by vehicles and animals, and the need to eradicate all leafy spurge and rush skeletonweed plants. Competition from established CRP grasses may suffice as control for some noxious weed plants during contract period. Contact the Camas Creek Cooperative Weed Management Area Administrator for technical assistance as necessary.

Land is still under control of the participant: ☒ Yes ☐ No

Signed


District Conservationist or Administering Agency


Participant

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 522a). The authorities for requesting the information to be supplied on this form are: 16 USC 590a-f (Soil and Water Conservation); 16 USC 590h(b) (Agriculture Conservation); 16 USC 590p(b) (Great Plains); 30 USC 236 et seq. (Rural Abandoned Mine Reclamation); 33 USC 1288 et seq. (Rural Clean Water); The Food Security Act of 1985, Public Law 99-198, Food, Agriculture, Conservation, and Trade Act of 1990, Public Law 101-624, and Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to order of a court, magistrate, or administrative tribunal.

NAME <i>John Moline</i>		COUNTY <i>CANAS</i>	STATE <i>IDaho</i>	CONTRACT NO. <i>CRP16-1999-30</i>		TOTAL ACRES UNDER CONTRACT <i>T13 fields 7, 12, 13 = 126.8 ac</i>										
ITEM NO	FIELD	PLANNED CONSERVATION TREATMENT (RECORD OF DECISIONS)	EST. AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR										REF. NO.
						1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	
<i>1</i>	<i>7, 12, 13</i>	Total Cost-Share by Year:	<i>—</i>	<i>—</i>	<i>—</i>	<i>CP10</i>	<i>NO</i>	<i>Cost Share</i>	<i>Existing</i>	<i>Veg</i>						
		Total Contract Cost-Share:														

NOTES: A. All items numbered under "ITEM NO." must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices listed as "PLANNED CONSERVATION TREATMENT" must be maintained by the participant.
C. Enter total cost per unit under "COST BASIS" unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
D. All cost share rates shown under "COST SHARE RATE %" are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost
FR = Flat rate
NC = Non cost-shared
AM = Actual cost not to exceed a specified maximum
E. Modifications will be referenced by number in the "Ref. No." column.
F. By signing, the participant acknowledges receipt of this conservation plan including the SCS-LTP-11 or SCS-LTP-11A and agrees to comply with the terms and condition hereof.

CERTIFICATION OF PARTICIPANT:

SIGNATURE <i>John R. Moline</i>	DATE <i>6-15-98</i>	SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

RELEVANT OFFICIAL SIGNATURES

DISTRICT CONSERVATIONIST <i>[Signature]</i>	DATE <i>6-15-98</i>	OTHER ADMINISTERING AGENCY <i>FSA</i>	DATE	CONSERVATION DISTRICT <i>Bill Davis</i>	DATE <i>4-24-98</i>
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CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			1998	1999	2000	2001	2002**
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0	64.0	64.0	64.0	64.0
13	12	HEL* USE EXCLUSION (472)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1	11.1	11.1	11.1	11.1
13		HEL*	10/98	64.0	64.0	64.0	64.0	64.0

HEL Fields marked as HEL are highly erodible fields.

HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

NOV 16 2007
SCANNED

CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD		APPLY Mo/Yr	2003	2004	2005	2006	2007**
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0	64.0	64.0	64.0	64.0
13	12	HEL* USE EXCLUSION (472)	10/98	51.7	51.7	51.7	51.7	51.7
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1	11.1	11.1	11.1	11.1
13	9	HEL*	10/98	64.0	64.0	64.0	64.0	64.0

HEL Fields marked as HEL are highly erodible fields.
HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.
** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

CONSERVATION PLAN

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

PLANNED		PLANNED CONSERVATION TREATMENT	FIRST APPLY Mo/Yr	PLANNED PRACTICE APPLICATION SCHEDULE				
TRACT	FIELD			2008	2009	2010	2011	2012
		T13 Camas Co 1999 CRP Contract - 126.8 Ac						
13	12, 13, 9	(Farm Service Agency Practices CP23: Wetland Restoration, and CP10: Vegetative Cover, Grass, Already Established) Perennial vegetative cover for wildlife habitat and erosion control purposes currently exists on the upland and wetland fields of this contract and will be maintained by the following NRCS practices:						
13	12	HEL* CRP STAND OPERATION AND MAINTENANCE (249)	10/98	51.7				
13	13	HEL* Vegetative cover will not be disturbed during the	10/98	11.1				
13	9	HEL* primary nesting season April 1 through August 1 as per Notice CRP-278. Noxious weeds will be controlled as required by applicable laws and with NRCS/COC approval. Fields determined established by NRCS will thereafter be maintained at plant density levels required by NRCS. No haying, grazing, or burning. Hydrology necessary for/associated with wetlands identified in this contract will not be altered.	10/98	64.0				
13	12	HEL* USE EXCLUSION (472)	10/98	51.7				
13	13	HEL* Livestock will be excluded from CRP fields.	10/98	11.1				
13	9	HEL*	10/98	64.0				

Total Number of planned acres: 126.8

HEL Fields marked as HEL are highly erodible fields.
HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.
** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

SCANNED
NOV 15 2007

CONSERVATION PLAN APPROVAL

Client: Moline, John R.
Assisted By: Bob Josaitis

John Moline

Farm	Tract	ACRES	LAND UNIT NAME	OWNER NAME
0011	13	720.0		
TOTAL		720.0 ACRES		

Cooperator (Producer)

John R. Moline

Date *6-15-98*

The above Conservation Plan meets the requirements of the Field Office Technical Guide.

Designated Conservationist

Bob Josaitis

Date *2/26/98*

Approved by

Conservation District

Galen Earl Colter

Date *2-26-98*

Mike Funckhauer F.S.A. 7-15-98

HEL Fields marked as HEL are highly erodible fields.

HEL* Reapplication of this conservation practice on this highly erodible field is required for compliance with the Food Security Act of 1985. See the Conservation Plan for details about first time application.

** Annually applied practices must be reapplied each year as shown in the schedule above. Reapplication must continue after the last date shown on this document until the conservation system is replaced.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT

STATE ID
OFFICE 076
OPERATOR NUMBER 115590
PREFERENCE CODE 03
DATE PRINTED 07/19/00
TERM 07/10/2000 TO 12/31/2002

GILL, GARY
BILLY IRELAND

P O BOX 458
FAIRFIELD, ID 83327

07-25-00A09:57
BUREAU OF LAND MANAGEMENT
SHOSHONE FIELD OFF.
BOX 2B
SHOSHONE, ID 83352

THIS GRAZING PERMIT IS OFFERED TO YOU BASED ON YOUR RECOGNIZED GRAZING REFERENCE ON THE PUBLIC LANDS AND/OR OTHER LANDS ADMINISTERED BY THE BLM. YOU ARE AUTHORIZED TO MAKE GRAZING USE TO THE EXTENT OF YOUR ACTIVE GRAZING REFERENCE AS SHOWN BELOW UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS INCORPORATED HEREIN AND YOUR PAYMENT OF GRAZING FEES.

ALLOT	LIVESTOCK	GRAZING PERIOD	TYPE	
PASTURE	NUMBER KIND	BEGIN END	%PL USE	AUM'S
0107 MCHAN CREEK	60 CATTLE	06/16 09/30	30 ACTIVE	63

TERMS AND CONDITIONS:

RANGE IMPROVEMENTS MUST BE MAINTAINED, TO BUREAU STANDARDS, BY THE TURNOUT DATES FOR THE ALLOTMENT SHOWN ON THIS PERMIT.

THE ALLOTMENT SHOWN ON THIS PERMIT SHALL MEET THE REQUIREMENTS AS DESCRIBED IN 43 CFR SUBPART 4180--FUNDAMENTALS OF RANGELAND HEALTH AND THE STANDARDS AND GUIDELINES FOR GRAZING ADMINISTRATION. ANY CHANGES IN MANAGEMENT WILL BE BASED UPON THE RESOURCE EVALUATIONS AND ANALYSIS AS SCHEDULED AND COMPLETED BY THE FIELD OFFICE MANAGER.

PAYMENT BY MASTERCARD AND VISA IS NOW AN OPTION
FOR MORE INFORMATION, CALL BLM AT (208) 677-6641

240 ACRES

CASE FILE

SCANNED