

02N	15E	25	NE	SW	CAMAS
02N	15E	36	NE	NW	CAMAS
02N	15E	25	SE	SW	CAMAS
02N	15E	36	NE	SE	CAMAS
02N	15E	26	SE	NE	CAMAS
02N	15E	36	SE	SE	CAMAS
02N	15E	25	NW	SW	CAMAS
02N	15E	25	SE	NW	CAMAS
02N	15E	36	SW	SE	CAMAS
02N	15E	36	NW	SE	CAMAS

5. Description of diverting works:

INSTREAM STOCK USE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	1/01	12/31	0.02	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Tot.	Use	Acres
02N	15E	25	SE	NW	STOCKWATER	
			NW	SW	STOCKWATER	
			NE	NW	STOCKWATER	
			SW	NW	STOCKWATER	
			NW	NW	STOCKWATER	
			NE	SW	STOCKWATER	
			SE	SW	STOCKWATER	
02N	15E	26	SE	NE	STOCKWATER	
			NE	SE	STOCKWATER	

			NE	NE	STOCKWATER
02N	15E	36	NW	NE	STOCKWATER
			SW	NE	STOCKWATER
			NE	NW	STOCKWATER
			SE	NW	STOCKWATER
			NE	SW	STOCKWATER
			NE	SE	STOCKWATER

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:

RT. SPLIT FROM A37-13317 SPLIT BASED UPON NUMBER OF CATTLE RUN. A37-13317A
 (ASHCRAFT) === 350 HEAD A37-13317B (STABLEFORD) = 14 HEAD A3713317C (MC NEE) =====
 61 HEAD TOTAL ===== 425

15. Basis of Claim: Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 7, 2004

DUAINE & SHEILA HAGEN
323 RD 4 EU
MEETEETSE WY 82433

Re: SRBA Claim #37-13252, #37-8323, and #37-13317C

Dear Mr. and Mrs. Hagen,

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownerships to you. Please find the enclosed copies of the computer records of the claims noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Carrie Hahn
Office Specialist

Enc.

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
#37-13252					
#37-8323					
#37-13317C					

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) or claim(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 OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) HAL D. McNEE Jr. and Sharon L. McNee
P.O. Box 2028, Sun Valley, ID 83353
4. New Owner/Claimant(s) Duane & Sheila Hagen
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 323 Rd 4 E U
- City, State and ZIP Code Meeteetse WY 82433
- New Telephone Number 307 868-2140
5. Date you acquired the property 8-30-04

RECEIVED
SEP 01 2004
 Department of Water Resources
 Southern Region

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 a 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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Dina Hagen
(include title if applicable) _____

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

K28561

QUITCLAIM DEED

For Value Received **H.D. McNee and Sharon L. McNee Under Trust Agreement Dated July 14, 1971, as Amended**

do hereby convey, release, remise and forever quit claim unto

Duaine Hagen and Sheila Hagen, husband and wife

whose address is: **323 Road 4U, Meeteetse, WY 82433**

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

Water Rights Numbers #37-13252, #37-8323, and #37-13317C appurtenant to the following described property:

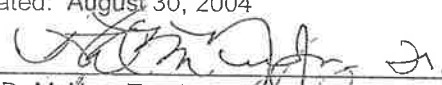
H.E. Survey No. 291, embracing a portion of approximately Section 36, Township 2 North, Range 15 East Boise Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1 identical with the SE corner of said Section 36; thence;

**North 89°29' West, 17.88 chains to corner No. 2; thence
North 38°10' West, 44.35 chains to corner No. 3; thence
North 08°40' West, 27.65 chains to corner No. 4; thence
North 23°01' East, 12.73 chains to corner No. 5; thence
South 35°08' East, 14.17 chains to corner No. 6; thence
South 19°59' East, 16.83 chains to corner No. 7; thence
South 33°10' East, 55.83 chains to corner No. 1, the place of Beginning.**

together with its appurtenances.

Dated: August 30, 2004


H.D. McNee, Trustee


Sharon L. McNee, Trustee

STATE OF Idaho)

) ss:

COUNTY OF Blaine)

On this 30th day of August, in the year of 2004, before me, Kerri B. Houck, the undersigned Notary Public in and for said state, personally appeared H.D. McNee and Sharon L. McNee, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustee under Trust Agreement Dated July 14, 1971, as Amended and acknowledged to me that they executed the same as such Trustee.

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


Notary Public for Idaho

Residing at: Ketchum

My Commission: 5/19/2009



K28561A

WARRANTY DEED

For Value Received Exchange 04-2522, LLC., an Idaho Limited Liability Company

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Duaine Hagen and Sheila Hagen, husband and wife

whose address is: 323 Road 4EU, Meeteetse, WY 82433

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

H.E. Survey No. 291, embracing a portion of approximately Section 36, Township 2 North, Range 15 East Boise Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1 identical with the SE corner of said Section 36; thence; North 89°29' West, 17.88 chains to corner No. 2; thence North 38°10' West, 44.35 chains to corner No. 3; thence North 08°40' West, 27.65 chains to corner No. 4; thence North 23°01' East, 12.73 chains to corner No. 5; thence South 35°08' East, 14.17 chains to corner No. 6; thence South 19°59' East, 16.83 chains to corner No. 7; thence South 33°10' East, 55.83 chains to corner No. 1, the place of Beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August ,2004

Exchange 04-2522, LLC., an Idaho Limited Liability Company

BY: Sara Grammett

STATE OF IDAHO)

)ss.

COUNTY OF)

On this 27th day of August, in the year of 2004, before me, the undersigned, personally appeared Sara Grammett, known or identified to me (or proved to me), to be the manager or a member of Exchange 04-2522, LLC, an Idaho, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Darlene Diehl-Nilsson
Notary Public of Idaho

Residing at

Commission Expires: Blackfoot Id
11-26-06

28561

WARRANTY DEED

For Value Received H.D. McNee and Sharon L. McNee Trustees Under Trust Agreement Dated July 14, 1971, as Amended

Hereinafter called Grantor, hereby grants, bargains, sells and conveys unto Exchange 04-2522, LLC., an Idaho Limited Liability Company

whose address is: P.O. Box 580, Blackfoot, ID 83221

Hereinafter called the Grantee, the following described premises situated in Camas County, Idaho, to-wit:

See Attached Exhibit "A"

Dated: July 15, 2004

H. D. McNee, Trustee

Sharon L. McNee, Trustee

Recorded at the Request of
First American Title
at July 15, 2004 2:10 P.M.
in Book 34 Page 510
of Deed
ROLLIE DEBERRY
CAMAS COUNTY RECORDER
By Bobbie D. Walton
Fees \$ 1.00

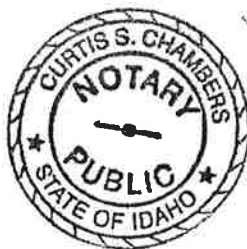
077440

STATE OF IDAHO

:SS

COUNTY OF Blaine

On this 15th day of July in the year 2004, before me a Notary Public of said State, personally appeared H.D. McNee, and Sharon L. McNee, known or identified to me to be the Trustees of Trust Agreement Dated July 14, 1971, as Amended that executed the instrument on behalf of said Trust, and acknowledged to me that such trust executed the same.



Notary Public for ID.
Commission Expires 5-15-10

Policy No. 13 0188 60 000012.

EXHIBIT "A".

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

N. E. Survey No. 620 embracing a portion of approximately Sections 25 and 36 in Township 2 North, Range 15 East, Boise Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1, from which the east corner to said Sections 25 and 36 bears North $64^{\circ} 18'$ East, 40.36 chains distance, thence;
North $35^{\circ} 8'$ West, 14.17 chains to corner No. 2, thence;
South $23^{\circ} 1'$ West, 12.73 chains to corner No. 3, thence;
North $8^{\circ} 54'$ West, 33.05 chains to corner No. 4, thence;
North $00^{\circ} 29'$ West, 46.07 chains to corner No. 5, thence;
South $25^{\circ} 1'$ East, 43.39 chains to corner No. 6, thence;
South $00^{\circ} 29'$ East, 39.40 chains to corner No. 1, the place of beginning, containing 90.75 acres, according to the official plat of the survey of the said land, returned to the General Land Office of the Surveyor-General.

N. E. Survey No. 596 embracing a portion of approximately Sections 25 and 26, Township 2 North, Range 15 East, Boise Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1 from which the Southeast corner of said Section 25 bears South $74^{\circ} 37'$ East, 56.64 chains distance, thence;
North $89^{\circ} 39'$ West, 31.85 chains to corner No. 2; thence,
North $00^{\circ} 25'$ West, 49.43 chains to corner No. 3; thence;
North $87^{\circ} 12'$ East, 31.85 chains to corner No. 4; thence,
South $00^{\circ} 29'$ East, 51.07 chains to corner No. 1, the place of beginning, containing 159.96 acres, according to the official plat of the survey of said land, returned to the General Land Office by the Surveyor-General.

N. E. Survey No. 291, embracing a portion of approximately Section 36, Township 2 North, Range 15 East Boise Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1, identical with the SE corner of said Section 36; thence,
North $89^{\circ} 29'$ West, 17.88 chains to corner No. 2; thence,
North $38^{\circ} 10'$ West, 44.35 chains to corner No. 3; thence,
North $8^{\circ} 40'$ West, 27.65 chains to corner No. 4; thence;
North $23^{\circ} 01'$ East, 12.73 chains to corner No. 5; thence,
South $35^{\circ} 08'$ East, 14.17 chains to corner No. 6; thence,
South $19^{\circ} 59'$ East, 16.83 chains to corner No. 7; thence,
South $33^{\circ} 10'$ East, 55.83 chains to corner No. 1, the place of beginning, containing 123.72 acres according to the official plat of the survey of said land, returned to the General Land Office by the Surveyor-General.

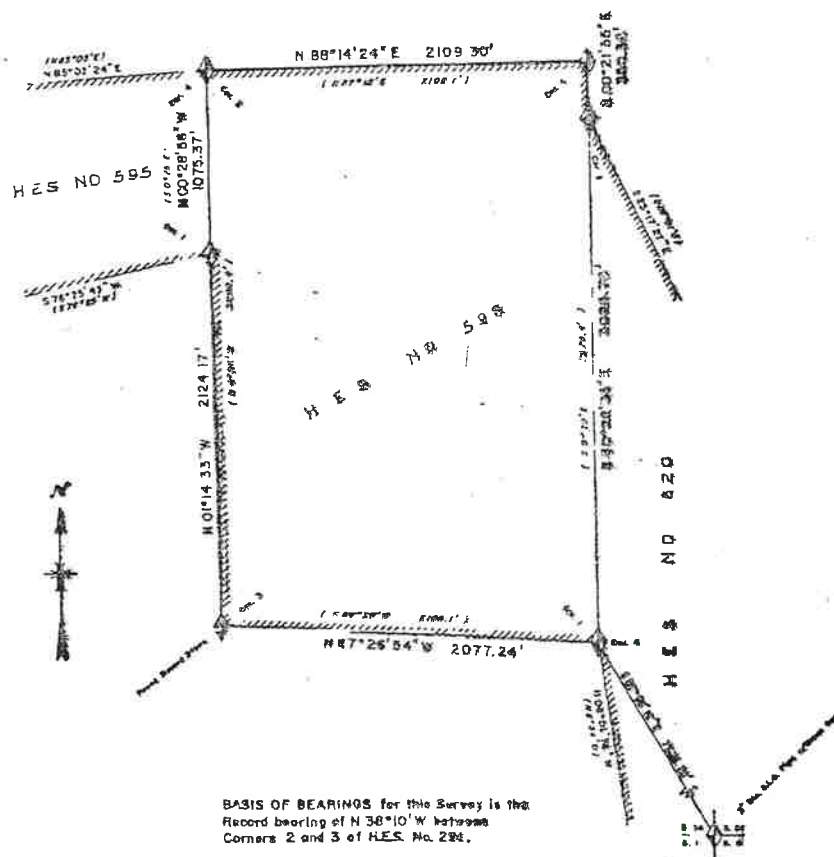
END EXHIBIT "A".

RECORD OF SURVEY HOMESTEAD ENTRY SURVEY No. 596

Located in Sections 25 & 26, T.2N., R.15E., B.M.
Camas County, Idaho

1987

Scale 1" = 400'



BASIS OF BEARINGS for this Survey is the
Record bearing of N 38°10' W between
Corners 2 and 3 of H.E.S. No. 284.



VICINITY MAP
T.2N., R.15E., B.M.

INSTRUMENT NO. 072617
STATE OF IDAHO
COUNTY OF CAMAS
I hereby certify that this instrument was
filed for record at the request of
Payette National Forest
at 551 minutes past 5
this 12 day of July, 1987
in my office and duly recorded in
Book File of 81
on Page 17
By *Christy O. Thomas* Recorder
Deputy
Fee \$ 00

LEGEND

- National Forest boundary surveyed and posted
- Found Forest Service monument, 2 1/2" x 30" iron pipe w/cap
- Set 2 1/2" x 30" iron pipe w/cap
- Record bearing and distance

NOTE: This Survey is a Dependent Resurvey
of H.E.S. No. 596 as originally surveyed by
N. K. Olmsted, Forest Ranger, in Aug., 1917.

CERTIFICATE OF SURVEY

I, C.K. Bassett, L.S. No. 947, State of Idaho,
do hereby certify that the survey represented on
this drawing was performed by me or under my
supervision in accordance with the laws of the
State of Idaho, at the request of the Department
of Agriculture, Forest Service.



CONTRACT NO. 45 DEW-16-889	
CHRONIC & ASSOCIATES, INC. BOISE, IDAHO	
FOREST SERVICE SAWTOOTH NATIONAL FOREST	
H.E.S. No. 596	
SURVEYED BY: BASSETT 12 JUNE 1987	CHRONIC & ASSOCIATES, INC.
APPROVED BY:	BOISE, IDAHO
DATE:	NO. 1521

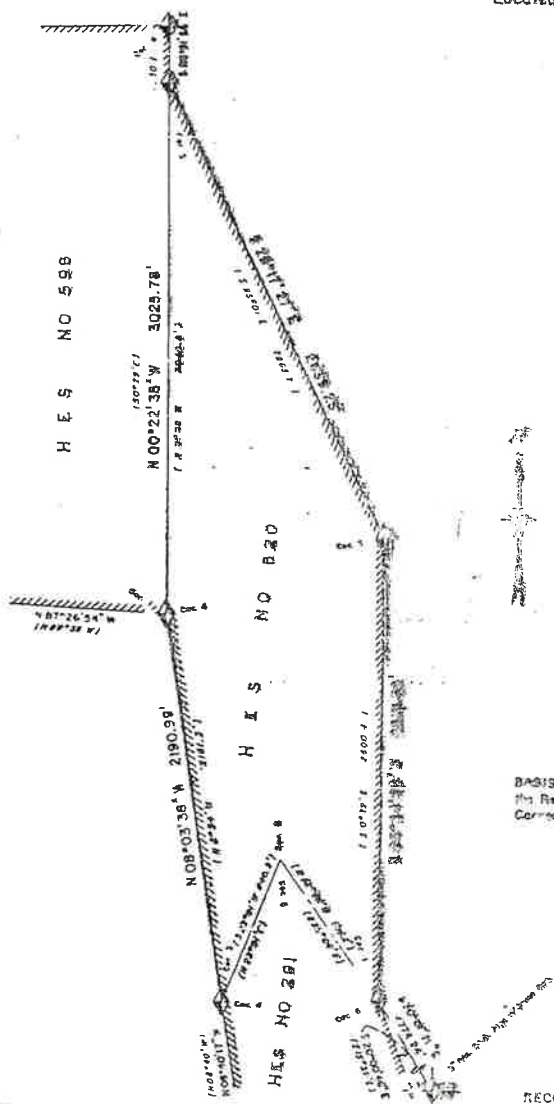
RECORD OF SURVEY NO. 25-1-28-28-0-0-0

RECORD OF SURVEY HOMESTEAD ENTRY SURVEY NO. 620

Located in Sections 25 & 36, T.2N., R.15E., B.14.
Camos County, Idaho

1987

Scale: 1" = 400'



BASIS OF BEARINGS for this Survey is
the Record bearing of N 38°10' W between
Corners 2 and 3 of H.E.S. No. 254.



VICINITY MAP
T.2N., R.15E., B.14.

INSTRUMENT NO. 6262
STATE OF IDAHO
COUNTY OF CAMOS
I hereby certify that this instrument was
filed for record at the request of
Payette National Forest
at 00 minutes past 9
this 10 day of July, 19 87
in my office and duly recorded in
Book 5 of 1
on Page 1
By FOR BERNETT, J. Recorder
By W. J. D. D. Deputy
Fee 5

RECORD OF SURVEY NO. 25.1-25 & 36-0-0-0

LEGEND

- National Forest boundary surveyed and posted
- Found Forest Service monument, 2 1/2" x 30" iron pipe w/cap
- Set 2 1/2" x 30" iron pipe w/cap
- Record bearing and distance

NOTE: This Survey is a Dependent Resurvey of H.E.S. No. 620 as originally surveyed by N. K. Olmsted, Forest Ranger, in November, 1917.

CERTIFICATE OF SURVEY

I, C.N. Bassett, L.S. No. 847, State of Idaho, do hereby certify that the survey represented on this drawing was performed by me or under my supervision in accordance with the laws of the State of Idaho at the request of the Department of Agriculture, Forest Service.

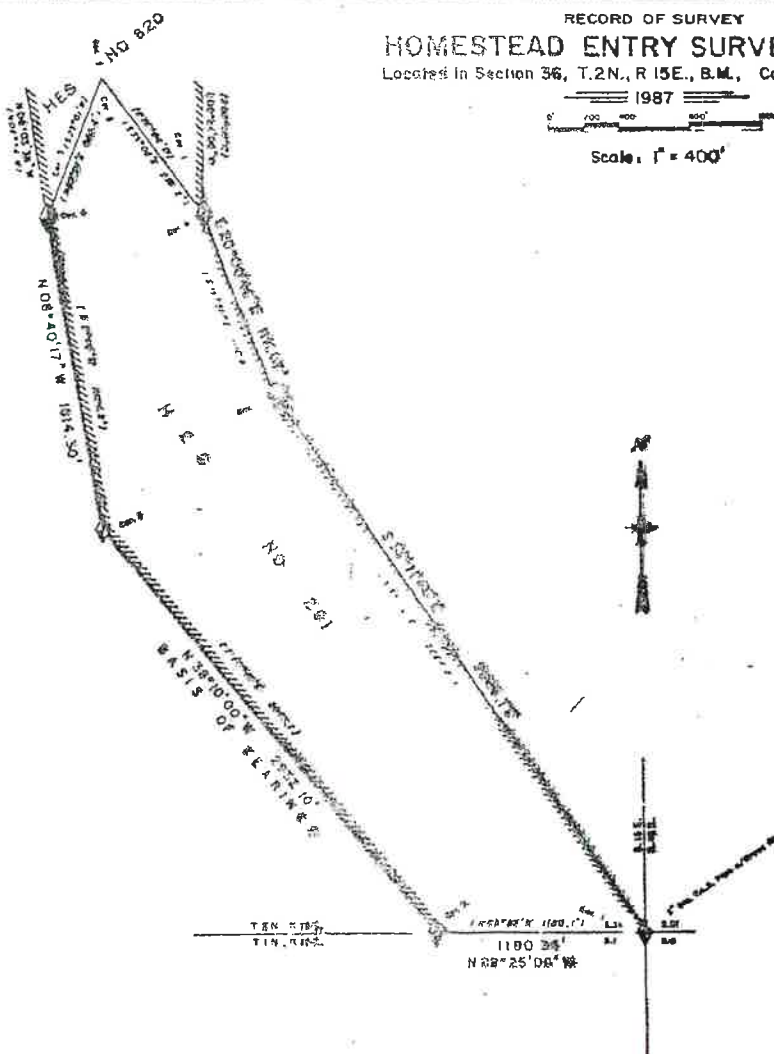


CONTRACT NO. 43 DEW-4 888

CHRONIC & ASSOCIATES, INC. BOISE, IDAHO	
U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE	
REGION 2 SASTOOTH NATIONAL FOREST	
SURVEY OF NATIONAL FOREST BOUNDARIES SASTOOTH NATIONAL FOREST HES No. 620	
SURVEYED BY <u>Robert M. Jones</u> 10 JUNE 1987	DRAWN <u>A.T.C.</u>
APPROVED BY _____	CHECKED _____
NAME _____	TITLE _____
DATE _____	DATE _____

RECORD OF SURVEY **HOMESTEAD ENTRY SURVEY No. 291** Located in Section 36, T.2N., R.15E., B.M., Camas County, Idaho

1987
 Scale: 1" = 400'



LEGEND

- National Forest boundary surveyed and posted
- Found Forest Service monument, 8 1/2 x 30 inch pipe wrap
- Set 2 1/2 x 30 inch pipe wrap
- Record bearing and distances

NOTE: This Survey is a Dependent Re-survey of HES No. 291 as originally surveyed by John C. Brown, Surveyor, Orefield, U.S.F.S., in September, 1948.

CERTIFICATE OF SURVEY

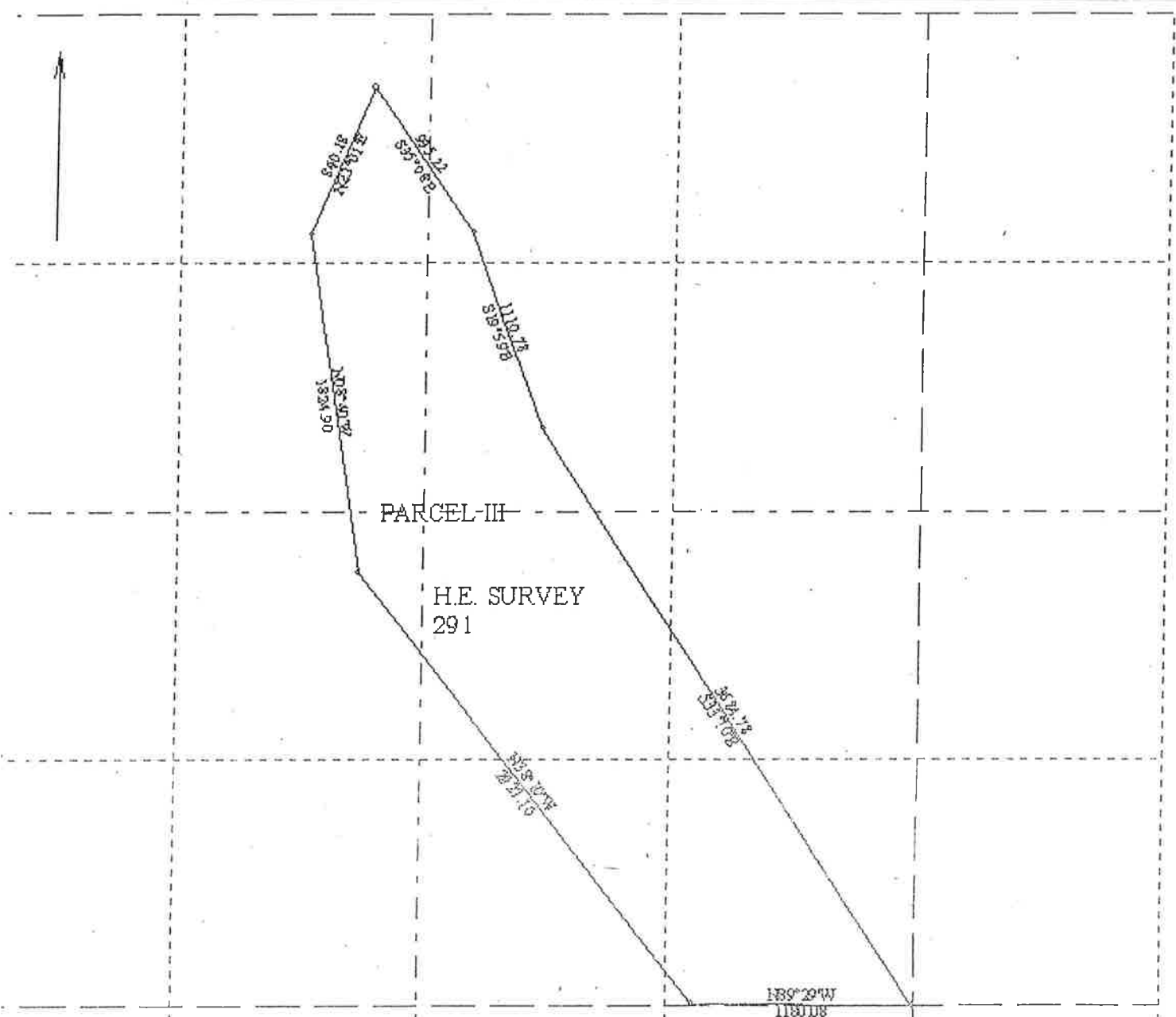
I, C.M. Brown, L.S. No. 291, State of Idaho, do hereby certify that the survey represented on this drawing was performed by me or under my supervision in accordance with the laws of the State of Idaho, at the request of the Department of Agriculture, Forest Service.



INSTRUMENT NO. 0000
 STATE OF IDAHO
 COUNTY OF CAMAS
 I hereby certify that this instrument was filed for record at the request of Payette National Forest
 at _____ minutes past _____
 this _____ day of _____, 1987
 in my office and duly recorded in
 Book _____ of _____
 on Page _____
 BY _____
 Deputy

RECORD OF SURVEY NO. 215.1-36-0-0-0

INSTRUMENT NO. 0000	
CHRONIC & ASSOCIATES, INC.	
RANGE, IDAHO	
FOREST SERVICE	
SAWTOOTH NATIONAL FOREST	
HES No. 291	
Surveyed by _____	Checked by _____
Approved by _____	Witnessed by _____
NAME _____	DATE _____



Title:		Date: 07-15-2004
Scale: 1 inch = 800 feet	File: K28561C.des	
Tract 1: 123.823 Acres: 5393711 Sq Feet; Closure = ±23.0520 ± 4.21 Feet; Precision = 1/2970; Perimeter = 12503 Feet		
001= S82.3118 E 123.823	004= N08.40W1824.90	007= S19.59E1110.78
002= N89.29W180.08	005= N23.01E340.18	008= S33.10E3684.78
003= N38.10W2927.10	006= S35.08E935.22	



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 1, 2004

ATTN KERRI HOUCK
FIRST AMERICAN TITLE CO
PO BOX 7999
KETCHUM ID 83340

RE: Your Order No.: K28561A / Hagen
SRBA Claim Nos. 37-8323, 37-13252, 37-13317C

Dear Kerri:

I am in receipt of the Notice of Change of Water Right Ownership you recently submitted on the above listed transaction. Because the Snake River Basin Adjudication Court has not yet decreed these claims, no fee is due to process the owner change. I am herein returning First American Title Company's check no. 13222 in the amount of \$75.00.

Thanks and should you have any questions please feel free to give me a call.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

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: A37-13317C
Date Received: 6/24/1992
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: H D MC NEE JR
Address: PO BOX 2028
SUN VALLEY ID 83353
208-726-2145

2. Date of Priority: MAR 1, 1880

3. Source: WILLOW CREEK
UNNAMED SPRINGS 4
UNNAMED CREEKS 2
LOG CREEK
NEBRASKA CREEK
CHERRY CREEK
WINE CREEK
Trib. to: CAMAS CREEK
SINKS
WILLOW CREEK
WILLOW CREEK
WILLOW CREEK
WILLOW CREEK
WILLOW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	15E	25	NE	NW			CAMAS
			NW	NW			CAMAS
			SW	NW			CAMAS
			SE	NW			CAMAS
			NE	SW			CAMAS
			NW	SW			CAMAS
			SE	SW			CAMAS
		26	NE	NE			CAMAS
			SE	NE			CAMAS
			NE	SE			CAMAS
		36	NW	NE			CAMAS
			SW	NE			CAMAS
			NE	NW			CAMAS
			SE	NW			CAMAS
			NE	SW			CAMAS
			NE	SE			CAMAS
			NW	SE			CAMAS
			SW	SE			CAMAS
			SE	SE			CAMAS

MICROFILMED

NOV 29 1993

5. Description of diverting works:
INSTREAM STOCK USE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 61 HEAD RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	15E	25	NE	NW		STOCK	
			NW	NW		STOCK	
			SW	NW		STOCK	
			SE	NW		STOCK	
			NE	SW		STOCK	
			NW	SW		STOCK	
			SE	SW		STOCK	
		26	NE	NE		STOCK	
			SE	NE		STOCK	
			NE	SE		STOCK	
		36	NW	NE		STOCK	
			SW	NE		STOCK	
			NE	NW		STOCK	
			SE	NW		STOCK	
			NE	SW		STOCK	
			NE	SE		STOCK	

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:

RT. SPLIT FROM A37-13317 SPLIT BASED UPON NUMBER OF CATTLE RUN.
A37-13317A (ASHCRAFT) === 350 HEAD
A37-13317B (STABLEFORD) = 14 HEAD
A3713317C (MC NEE) ===== 61 HEAD
TOTAL ===== 425

15. Basis of Claim: BENEFICIAL USE

MICROFILMED

NOV 29 1996

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: none

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): *[Signature]* Date: Aug. 23, 1993
Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of Aug 19 93 Kelly K. Christensen
Notary Public

Seal



Residing at Kimberly St.
My Commission Expires 3-2-98

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NOV 29 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor PHILLIP E BATT

R. KEITH HIGGINSON
Director

May 9, 1995

H D MC NEE JR
PO BOX 2028
SUN VALLEY ID 83353

RE: SPLIT RIGHT A37-13317C

Dear Mr Mc Nee

Marshall Ashcraft has sold his remaining portion of the base right and in reviewing the files, I found that the last correspondence in your file was a letter from me to you containing a copy of the claim as Marshall felt it should be split.

I am assuming by the absence of correspondence that there were no problems in the proportionate split of the base right. I have enclosed a proof report of your right for your reference. That report represents your claim in the Snake River Basin Adjudication.

If you have any questions please call me at this office.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

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NOV 29 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

04-Mar-1993

H D MC NEE JR
PO BOX 2028
SUN VALLEY ID

RE: SPLITTING OF ADJUDICATION CLAIM A37-13317

Dear Mr McNee

Marshall Ashcraft was in the office this date and signed his portion of the split claim. The claim he signed was the version I mailed to you on December 8, 1992. He reviewed all three portions and feels that they represent the current facts as outlined in my December 8th letter. He further requested that I notify you of his actions as he wants to be sure that his dealings treat each party fairly.

I am currently holding your and Ms Stableford's portions of the original right on my desk awaiting your response. I can discuss the claim and the split portions with you, as I understand them, if you wish. Before your portion of the claim can be recommended, I need your response verifying that it represents the facts as they currently exist.

Sincerely

Kelly K. Christensen
Sr. Water Resource Agent

enclosures

MICROFILMED
NOV 29 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: N/A

*see attached map
LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A37-13317
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Marshall Ashcraft
P.O. Box 2167
Sun Valley, ID 83353 788-3463
- ☐ New Owner/Claimant (Purchaser): H. D. McNee, Jr. P O Box 2028, Sun Valley, ID 83353
- ☐ New Mailing Address: Pamala Stableford, 121 Canyon Dr., Ketchum, ID 83340
726-5529
- ☐ New Telephone Number: () _____ - _____

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

2nd. party Ms. Stableford's legal is: T2N R15E S26 SWNE, SENE, SENW, NESW for Stockwater

3rd. party Mr. McNee's legal is: T02N R15E S26 NENE SENE NESE
T02N R15E S25 NW1/4 NESW, NWSW, SESW
T02N R15E 36 NWNE, SWNE, NENW, SENW, NESW, NE1/4

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

- ☐ Signature of New Owner/Claimant(s) _____ Date _____
- ☐ Signature of Former Owner/Claimant(s): Marshall A. Ashcraft Date 6-24-92

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

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

MICROFILMED
FEB 23 1993

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

RECEIVED
MAY 24 2007
DEPARTMENT OF
WATER RESOURCES

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

In Re SRBA

Case No. 39576

A. Subcase: _37-13317C
STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America, Acting through the USDA Forest Service
Address: 550 West Fort Street
MSC 033
Boise, Idaho 83724
Daytime Phone: (208) 331-5944

Name and Address of Attorney, if any:

David L. Negri
550 West Fort Street
MSC 033
Boise, Idaho 83724

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

Name: Sheila Hagen
Address: Duaine Hagen
323 Road 4EU
Meeteetse, WY 82433

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

1. ☐ **Name and Address**
Should be:
2. ☐ **Source**
Should be:
3. ☐ **Quantity**
Should be:
4. ☐ **Priority Date**
Should be:
5. ☐ **Point(s) of Diversion**
Should be:
6. ☒ **Instream Flow Description**
Should be: See E below.
7. ☐ **Purpose(s) of Use**
Should be:
8. ☐ **Period of Year**
Should be:
9. ☒ **Places of Use**
Should be: See E below.

11. I object because:

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

E. REASONS SUPPORTING OBJECTION(S):

The legal descriptions of the instream flows and places of use have no quarter-quarters. Sections 25 and 36, T2N, R15E are mixed federal and private ownership with the private land all parts of homestead entry surveys and a mineral survey. The federal land is all Government Survey Lots and the customary aliquot part quarter-quarters. The legal descriptions of the instream flows and places of use need to be specific to the correct homestead entry surveys as quarter-quarter descriptions are added.

F. VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

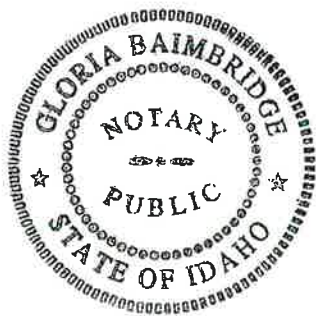
Steven M. Spencer , duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Steven M. Spencer
(Signature of person filing objections)

Dan Mc
(Attorney signing in representative capacity)

Subscribed and sworn before me on: MAY 22 2007



Gloria Baimbridge
Gloria Baimbridge

Notary Public for: Idaho
Residing at: Boise, Idaho
Commission Expires: 10/17/2007

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on MAY 22 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

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

Name: Sheila Hagen
Address: Duaine Hagen
323 Road 4EU
Meeteetse, WY 82433

3. Copies to:

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

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

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



Signature of Objector or attorney
mailing on Objector's behalf

02/06/2006

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

DUAINE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SOURCE: CHERRY CREEK
LOG CREEK
NEBRASKA CREEK
UNNAMED STREAM
WILLOW CREEK
WINE CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF DIVERSION:

T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S25 End of Stream Flow Within CAMAS County
T02N R15E S25 Begin of Stream Flow Within CAMAS County
T02N R15E S36 End of Stream Flow Within CAMAS County
T02N R15E S36 End of Stream Flow Within CAMAS County
T02N R15E S36 Begin of Stream Flow Within CAMAS County
T02N R15E S36 Begin of Stream Flow Within CAMAS County
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T02N R15E S36 Begin of Stream Flow Within CAMAS County
T02N R15E S36 End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER Within CAMAS County

T02N R15E S25

T02N R15E S36

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

02/06/2006

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Adjudication Claim Notes

Claim(s): 37-13317C

Background Data

- Beneficial Use Claim
- Source is Wine Creek tributary to Willow Creek, Cherry Creek tributary to Willow Creek, and Willow Creek tributary to Camas Creek
- Claimed 0.02 cfs for Stockwater

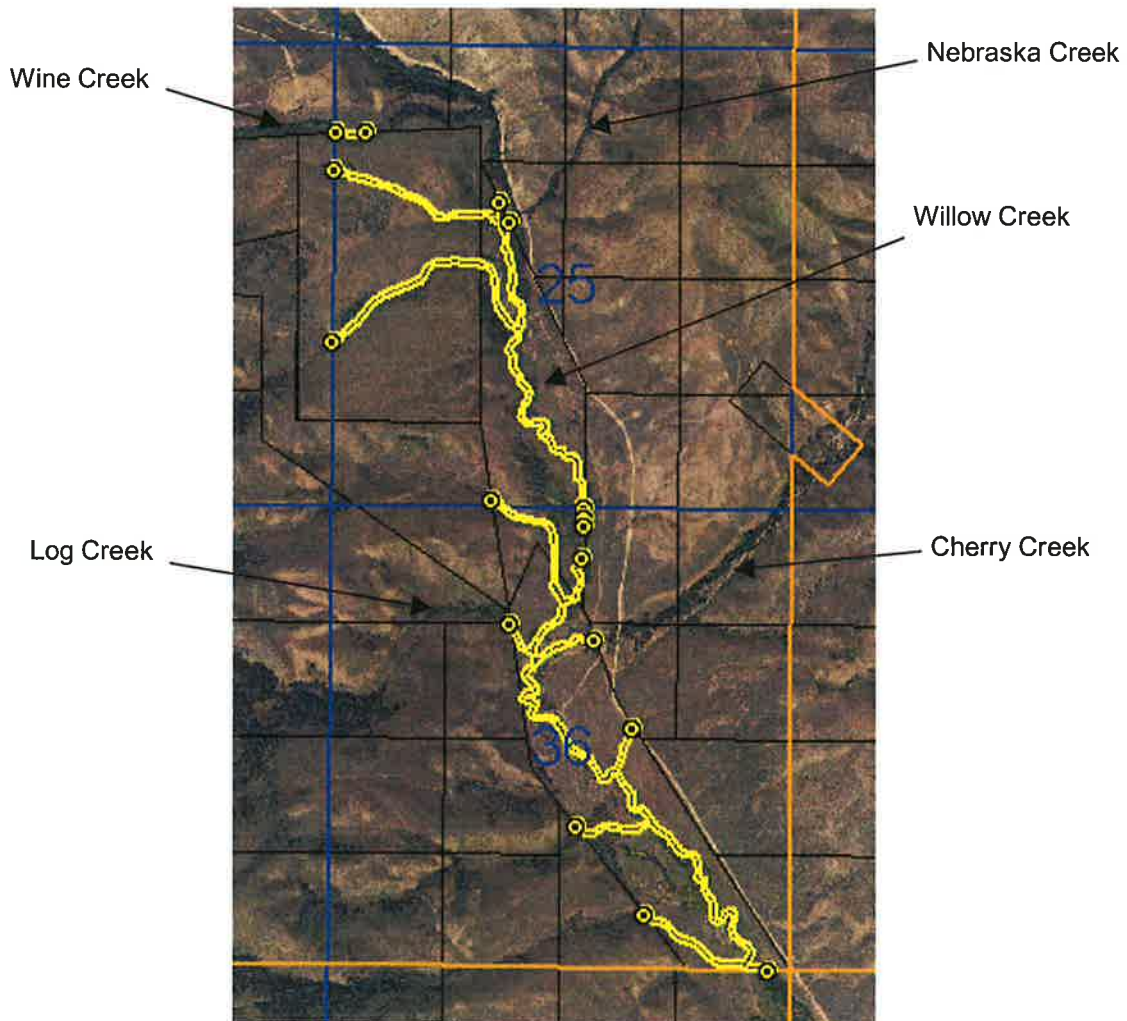
Place Of Use Data

Yellow line is the draft Place of Use created by IDWR based on historical data and records.

Yellow dot is draft Point of Diversion created by IDWR based on historical data and records.

Green line is decreed/licensed POU (this may only represent the Quarter-Quarter sections of the decree/license)

2004 Aerial Photo



Notes

T2N R15E Sections 25, 26, & 36

- POU created from buffered NHD lines
- Sources should be:
 - Wine Creek tributary to Willow Creek
 - Log Creek tributary to Willow Creek
 - Nebraska Creek tributary to Willow Creek
 - Cherry Creek tributary to Willow Creek
 - Unnamed Stream tributary to Willow Creek
 - Willow Creek tributary to Camas Creek
- The sources changed significantly after the change of ownership from McNee to Hagen, but there is no documentation why the sources changed. Assumed error during change of ownership and recommended the sources based the sources listed on the McNee claim, which turned out to be all the streams in the NHD that crossed the land owned by the claimant.
- Data used for review: 1987, 1992, & 2004 aerial photos, Camas Co Tax Records, Idaho Ownership (idown.shp), & USGS 1:24,000 Topo

FILE PENDING
CORRESPONDENCE
FROM CLAIMANT
TO VERIFY P/U.
AS OF 2-11-93
nelly

MICROFILMED
FEB 23 1993

CLAIMS: A37-13317A A37-13317C
A37-13317B

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
Orig claim		2N	15E	25							S	S		S	S				*	S		
Shown on change of ownership form	A37-13317B			25					**	**	S	S	**	S	S							

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
Orig claim		2N	15E	26	*	S	S	S	*			S	S				S					
Shown on change of ownership form	A37-13317B			26			S	S				S	S									
Shown on change of ownership form	A37-13317C			26	**			S									S					

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
Orig claim		2N	15E	36		S	S		S			S	S					S	S	S		
Shown on change of ownership form	A37-13317C			36	**	S	S	S	S			S	S				*	*	*	*		
					*	*	*	*														

* = 40 Acre tracts shown on original claim but not shown on change of ownership form.

** = 40 Acre tracts shown on change of ownership form but not shown on orig claim. { REQUIRES AN AMENDMENT TO ADD TO THE CLAIM }

* = Change of ownership lists W 1/2 NE & NE 1/4. The NE 1/4 appears to actually be the SE 1/4 (prob. a typo)

MICROFILMED

FEB 23 1988

CONVERSATION MEMO

FILE: A37-13317CAGENT: KKCDATE: 12-8-92

RE: _____

NAME OF PARTY: _____

I have split the parent right into parts A, B & C. I have created amended claims for parts B & C and have mailed them to each claimant for their input. Copies of everything were mailed to each claimant.

MICROFILMED

FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

08-Dec-1992

HAL MC NEE
PO BOX 2028
SUN VALLEY ID 83353

RE: CHANGE OF OWNERSHIP AND SPLIT OF ADJUDICATION CLAIM
A37-13317 INTO PARTS A37-13317A, A37-13317B, &
A37-13317C.

Dear Mr Mc Nee

In reviewing the requested change of ownership and split of A37-13317 I have found several small problems relating to the place of use for the portions going to Mr Mc Nee and Ms Stapelford. As the claimant is required to list all forty acre tracts within the in-stream area of use, it is easy to miss or insert tracts shown on the original claim. I have summarized the sections that show discrepancies on an attached land list and have highlighted the forties of concern.

DISCREPANCIES BY SECTION AND QUARTER QUARTER AND MY PROPOSED ACTION

2N 15E S-25 SE1/4SE1/4

SHOWN ON THE ORIGINAL CLAIM BUT NOT SHOWN ON THE CHANGE OF OWNERSHIP FORM. THE ENCLOSED QUAD MAP OUTLINE OF THE PLACE OF USE INDICATES NO USE IN THAT FORTY ACRE TRACT.

PROPOSED ACTION: EXCLUDE THIS TRACT FROM THE PLACE OF USE FOR CLAIM A37-13317C (Mc Nee).

N1/2NW1/4, NE1/4SW1/4

SHOWN ON CHANGE OF OWNERSHIP BUT NOT SHOWN ON THE ORIGINAL CLAIM. AGREES WITH THE ENCLOSED QUAD MAP OUTLINE OF THE PLACE OF USE.

PROPOSED ACTION: ADD THOSE FORTY ACRE TRACTS TO A37-13317C (Mc Nee). ACTION REQUIRES AN AMENDED CLAIM.

MICROFILMED

FEB 23 1993

2N 15E S-26 NW1/4NE1/4, NE1/4NW1/4
SHOWN ON THE ORIGINAL CLAIM BUT NOT SHOWN ON
THE CHANGE OF OWNERSHIP FORM. THE ENCLOSED
MAP INDICATES THAT THOSE FORTY ACRE TRACTS ARE
NOT WITHIN THE PLACE OF USE.

PROPOSED ACTION: EXCLUDE THESE TRACTS FROM THE PLACE
OF USE FOR CLAIM A37-13317B (Stapelford).

NE1/4NE1/4
SHOWN ON THE CHANGE OF OWNERSHIP BUT NOT SHOWN
ON THE ORIGINAL CLAIM. AGREES WITH THE
ENCLOSED QUAD MAP OUTLINE OF THE PLACE OF USE.

PROPOSED ACTION: ADD THAT FORTY ACRE TRACT TO
A37-13317C (Mc Nee). ACTION REQUIRES AN
AMENDED CLAIM.

2N 15E S-36 NE1/4
SHOWN ON THE CHANGE OF OWNERSHIP ALONG WITH
THE W1/2NE1/4. IT APPEARS TO BE A TYPO THAT
SHOULD HAVE BEEN THE SE1/4 WHICH WOULD THEN
COVER THE W1/2SE1/4 AND SE1/4SE1/4 SHOWN ON
THE ORIGINAL CLAIM.

PROPOSED ACTION: ASSUME THE TYPO AND LIST PLACE OF
USE TO CONFORM TO THE ENCLOSED MAP. THE PLACE
OF USE RECOMMENDED WILL AGREE WITH THE
ORIGINAL CLAIMED PLACE OF USE PLUS THE
NE1/4SE1/4 WHICH WAS NOT LISTED ON THE
ORIGINAL CLAIM. THE ADDITION OF THAT FORTY
ACRE TRACT TO A37-13317C (Mc Nee) REQUIRES AN
AMENDED CLAIM.

The remaining sections listed on the original claim are not
shown on the change of ownership and are assumed to remain
with Mr Ashcraft on claim A37-13317A.

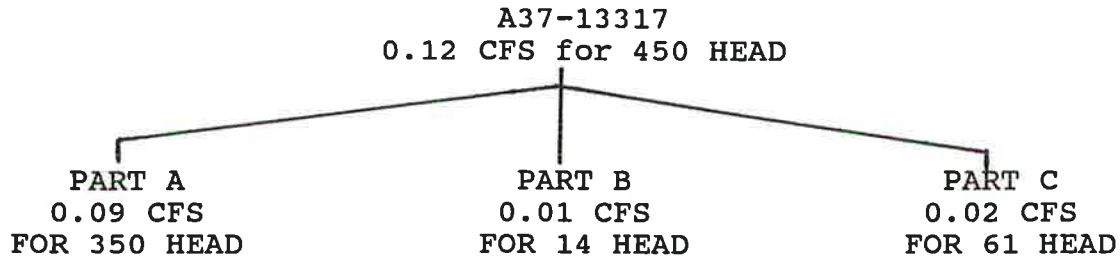
I have created amended claims for each individual's portion
of the original claim. The amended claim needs to be signed,
notarized, and returned to this office. Although I have
taken the liberty to modify the place of use on these claims,
they are your claims and you should sign them ONLY if you
agree with all aspects of those claims. Please review the
original claim, and each portion as I have modified them.

MICROFILMED

FEB 23 1993

MC NEE
PAGE 3
08-Dec-1992

The sources recommended on each claim is based upon information supplied by Mr Ashcraft during his office visit in November. The original claim was split based upon the number of head of livestock proportionate to each claim. A37-13317 was split as follows:



If you have any questions please call this office and I will assist you.

Sincerely

Kelly K. Christensen
Kelly K. Christensen
Sr. Water Resource Agent

enclosures
cc Ashcraft, Stapelford

MICROFILMED
FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

10-Aug-1992 11:43

MARSHALL ASHCRAFT
PO BOX 2167
SUN VALLEY ID 83353

RE: ADJUDICATION CLAIM(S) CHANGE OF OWNERSHIPS A37-13317A - MARSHALL ASHCRAFT, A37-13317B - PAMALA STABLEFORD, A37-13317C - H. D. McNEE

DEAR MR. ASHCRAFT:

THANK YOU FOR BEING SO PROMPT IN SENDING IN THE LEGAL DESCRIPTION ON YOUR PROPERTY. HOWEVER, I NEGLECTED TO FIND OUT HOW MUCH WATER ARE YOU ALLOTING TO MR. MCNEE FOR HIS PARCEL OF LAND AND TO MS. STABLEFORD FOR HER AREA? ALSO, IN REGARDS TO ADDING WILDLIFE TO YOUR PARCEL AND MR. MCNEE'S, IF WE ADD TO YOUR USE OF STOCKWATER IN YOUR PLACE OF USE, THERE WILL BE A \$25 FEE. THE OTHER OPTION WOULD BE TO TAKE AND ADD WILDLIFE TO ITEM 9 AND IT WOULD READ, WILDLIFE/VARIABLE AMOUNT. THERE WOULD NOT BE A ADDITIONAL CHARGE AND WILDLIFE WOULD BE INCLUDED.

I REALIZE THIS IS CONFUSING AND SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME OR ALLEN MERRITT AT THE ABOVE REFERENCED PHONE NUMBER.

SINCERELY,

JUDY GIVENS
ADJUDICATION SECRETARY

/jg

MICROFILMED

FEB 23 1993

08/11/2011

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

RIGHT NUMBER: 37-22568

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

SOURCE: MC DONALD GULCH CREEK
MC KAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENESW End of Stream Flow Within CAMAS County
T01N R15E S1 NENWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSW End of Stream Flow Within CAMAS County
T01N R15E S2 NWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S2 SWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE End of Stream Flow Within CAMAS County
T01N R16E S7 NESWNE End of Stream Flow Within CAMAS County
T01N R16E S7 NENENW End of Stream Flow Within CAMAS County
T01N R16E S7 NENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S7 NWNWNW Lot 1 Begin of Stream Flow Within CAMAS County
T01N R16E S7 NWSENW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SWSENW Begin of Stream Flow Within CAMAS County
T01N R16E S7 NWNWSW Lot 3 End of Stream Flow Within CAMAS County
T01N R16E S7 SWNWSW Lot 3 Begin of Stream Flow Within CAMAS County
T01N R16E S7 SWNWSW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 NWSWSE Begin of Stream Flow Within CAMAS County

*Revised
Recommendation
8-11-11
added Rmk Re: outside agreement
K K C*

T01N R16E S18 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW End of Stream Flow Within CAMAS County
T01N R16E S18 SWNENW Begin of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	STOCKWATER	01/01 12/31	0.020 CFS
PLACE OF USE:	<u>STOCKWATER in CAMAS County</u>		
	T01N R15E S01 NESW	T01N R15E S01	NWSW
	T01N R15E S02 NESE	T01N R15E S12	SENE
	T01N R16E S07 SWNE	T01N R16E S07	NENW
	T01N R16E S07 Lot 1 NWNW	T01N R16E S07	SENW
	T01N R16E S07 Lot 3 NWSW	T01N R16E S07	NWSE
	T01N R16E S07 SWSE	T01N R16E S18	NENW

KKC

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

Ownership and access to the place of use of this water right is governed by the settlement agreement executed between the Idaho Department of Lands, Ronald A. Hagen, Nina M. Hagen, Mark Norem, and Hagen Properties LLC dated August 10, 2011.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

**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 37-13317A

) (Now Claimed as 37-22567, 37-22568,
) and 37-22569)

) STANDARD FORM 5

) AMENDED CLAIM

) For Domestic & Stockwater Rights

_____)
This form is used to report the stipulated elements of one "domestic and/or stockwater" right acquired under state law and/or one federal reserved water right and to amend the Notice of Claim. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

To resolve the objection, the claim of water right 37-13317A has been split into three claims and renumbered to 37-22567, 37-22568, and 37-22569. The parties and IDWR agree and stipulate that water right 37-13317A should be disallowed. Water rights 37-22567, 37-22568 and 37-22569 now supersede right 37-13317A. The parties and IDWR agree and stipulate that the elements of these water rights should be described per the attached Amended Claims. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:
Hagen Properties, LLC

CLAIMANT:
Mark Norem

Robert L. Harris
Attorney for Hagen Properties, LLC

Date

Mark Norem

Date

CLAIMANT:

Nina M. Hagen

Nina M. Hagen

Date

CLAIMANT:

State of Idaho

Department of Lands

David L. Stanish

Date

Deputy Attorney General

Attorney for Department of Lands

IDWR CONCURRENCE:*Kelly K. Christensen 2-15-11*

Kelly K. Christensen

Date

Sr. Water Resource Agent

CLAIMANT:

Ronald A. Hagen

Ronald A. Hagen

Date

OBJECTORS:United States on behalf of the
Bureau of Land ManagementUnited States on behalf of the
USDA Forest Service

David L. Negri

Date

Attorney for BLM & USFS

IDWR CONCURRENCE:

Christopher M. Bromley

Date

Deputy Attorney General

Attorney for IDWR

02/15/2011

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u> <u>REASON</u>
37-13317A	DUAINE HAGEN 323 ROAD 4EU MEETEETSE WY 82433 SHEILA HAGEN 41818 228TH AVE SE ENUMCLAW WA 98022	Parent split into 37-22567, 37-22568 and 37-22569

KKC

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

KKC

SOURCE: MC DONALD GULCH CREEK
MCKAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: SEVERE CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County
T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County
T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County
T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County
T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NENENE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNENE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NESWNE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWSSENW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SENESE End of Stream Flow Within CAMAS County
T01N R15E S12 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SESWSW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
T01N R16E S7 NWNESW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
T01N R16E S7 SWSSESW Begin of Stream Flow Within CAMAS County
T01N R16E S17 NENWNW End of Stream Flow Within CAMAS County
T01N R16E S17 SENWNW End of Stream Flow Within CAMAS County
T01N R16E S17 SESWNW End of Stream Flow Within CAMAS County

T01N R16E S17 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R16E S17 SWSESW End of Stream Flow Within CAMAS County
T01N R16E S17 SESESW End of Stream Flow Within CAMAS County
T01N R16E S17 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S18 SESWNE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NESENE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S18 SENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S18 NESWNW Lot 2 Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWSWNW Lot 2 Begin of Stream Flow Within CAMAS County
T01N R16E S18 NENESE Begin of Stream Flow Within CAMAS County
T01N R16E S18 SWNESE Begin of Stream Flow Within CAMAS County
T01N R16E S18 SWNESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

STOCKWATER in CAMAS County

T01N R15E S01 Lot 1 NENE	T01N R15E S01 SWNE
T01N R15E S01 SENE	T01N R15E S01 Lot 3 NENW
T01N R15E S01 Lot 4 NWNW	T01N R15E S01 SWNW
T01N R15E S01 SWSW	T01N R15E S01 SESW
T01N R15E S01 NWSE	T01N R15E S01 SWSE
T01N R15E S12 NENE	T01N R15E S12 SWNE
T01N R15E S12 NWNW	T01N R15E S12 SENW
T01N R15E S12 NESE	T01N R15E S12 SESE
T01N R16E S06 Lot 1 NWNW	T01N R16E S06 Lot 2 SWNW
T01N R16E S06 SENW	T01N R16E S06 NESW
T01N R16E S06 Lot 4 SWSW	T01N R16E S06 SESW
T01N R16E S06 NWSE	T01N R16E S06 SWSE
T01N R16E S07 NWNE	T01N R16E S07 NESW
T01N R16E S07 SESW	T01N R16E S17 NWNW
T01N R16E S17 SWNW	T01N R16E S17 NWSW
T01N R16E S17 SWSW	T01N R16E S17 SESW
T01N R16E S18 NENE	T01N R16E S18 SWNE
T01N R16E S18 SENE	T01N R16E S18 Lot 1 NWNW
T01N R16E S18 Lot 2 SWNW	T01N R16E S18 NESE

KKC

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

10/28/2010

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

RIGHT NUMBER: 37-22568

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MC KAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENSW End of Stream Flow Within CAMAS County
T01N R15E S1 NENSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSW End of Stream Flow Within CAMAS County
T01N R15E S2 NWNSESE Begin of Stream Flow Within CAMAS County
T01N R15E S2 SWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE End of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 NESWNE End of Stream Flow Within CAMAS County
T01N R16E S7 NENENW End of Stream Flow Within CAMAS County
T01N R16E S7 NENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S7 NWNWNW Lot 1 Begin of Stream Flow Within CAMAS County
T01N R16E S7 NWSENW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SWSENW Begin of Stream Flow Within CAMAS County
T01N R16E S7 NWNWSW Lot 3 End of Stream Flow Within CAMAS County
T01N R16E S7 SWNWSW Lot 3 Begin of Stream Flow Within CAMAS County
T01N R16E S7 SWNWSW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 NWSWSE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW End of Stream Flow Within CAMAS County
T01N R16E S18 SWNENW Begin of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

STOCKWATER in CAMAS County

T01N R15E S01	NESW	T01N R15E S01	NWSW
T01N R15E S02	NESE	T01N R15E S12	SENE
T01N R16E S07	SWNE	T01N R16E S07	NENW
T01N R16E S07 Lot 1	NWNW	T01N R16E S07	SENW
T01N R16E S07 Lot 3	NWSW	T01N R16E S07	NWSE
T01N R16E S07	SWSE	T01N R16E S18	NENW

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

KKC

10/22/2010

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

RIGHT NUMBER: 37-22569

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

SOURCE: SEVERE CREEK
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: SEVERE CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R16E S19 NESENE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWSENE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWNENE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWSESE Begin of Stream Flow Within CAMAS County
T01N R16E S19 SESESE End of Stream Flow Within CAMAS County
T01N R16E S20 NENWSW End of Stream Flow Within CAMAS County
T01N R16E S29 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S29 SENENW End of Stream Flow Within CAMAS County
T01N R16E S29 NENWNW End of Stream Flow Within CAMAS County
T01N R16E S29 NWNWNW Begin of Stream Flow Within CAMAS County

KKC

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T01N R16E S19	SENE	T01N R16E S19	NESE
T01N R16E S19	SESE	T01N R16E S20	SWNW
T01N R16E S20	NWSW	T01N R16E S29	NENW
T01N R16E S29	NWNW		

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

**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 37-13317C
)
)
)
)
)
)
)
)

STANDARD FORM 5

AMENDED CLAIM

For Domestic & Stockwater Rights

This form is used to report the stipulated elements of one "domestic and/or stockwater" right acquired under state law and/or one federal reserved water right and to amend the Notice of Claim. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached Amended Claim. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:

Hagen Properties, LLC

CLAIMANT:

Mark Norem

Robert L. Harris

Date

Attorney for Hagen Properties, LLC

Mark Norem

Date

CLAIMANT:

Nina M. Hagen

CLAIMANT:

Ronald A. Hagen

Nina M. Hagen

Date

Ronald A. Hagen

Date

OBJECTOR:

United States on behalf of the
USDA Forest Service

David L. Negri
Attorney for USFS

Date

IDWR CONCURRENCE:

Kelly K. Christensen 2-15-11

Kelly K. Christensen
Sr. Water Resource Agent

Date

IDWR CONCURRENCE:

Christopher M. Bromley
Deputy Attorney General
Attorney for IDWR

Date

10/22/2010

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: HAGEN PROPERTIES LLC
323 RD 4 EU
MEETETSE WY 82433

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

GHEILA HAGEN
323 ROAD 4EU
MEETETSE WY 82433

DUAINE HAGEN
323 ROAD 4EU
MEETETSE WY 82433

SOURCE: CHERRY CREEK
LOG CREEK
NEBRASKA CREEK
UNNAMED STREAM
WILLOW CREEK
WINE CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

1/01 12/31

0.020 CFS

PLACE OF USE:

STOCKWATER in CAMAS County

T02N R15E S25	NWNW	T02N R15E S25	SWNW
T02N R15E S25	SENW	T02N R15E S25	NESW
T02N R15E S25	NWSW	T02N R15E S25	SESW
T02N R15E S25	SWSE	T02N R15E S36	NWNE
T02N R15E S36	SWNE	T02N R15E S36	NENW
T02N R15E S36	SENW	T02N R15E S36	NESE
T02N R15E S36	NWSE	T02N R15E S36	SWSE
T02N R15E S36	SESE		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

10/29/2010

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE:	MC DONALD GULCH CREEK	TRIBUTARY: WILLOW CREEK
	MCKAY GULCH CREEK	TRIBUTARY: WILLOW CREEK
	UNNAMED STREAM	TRIBUTARY: MC DONALD GULCH CREEK
	UNNAMED STREAM	TRIBUTARY: MC KAY GULCH CREEK
	UNNAMED STREAM	TRIBUTARY: SEVERE CREEK
	UNNAMED STREAM	TRIBUTARY: WILLOW CREEK
	WILLOW CREEK	TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

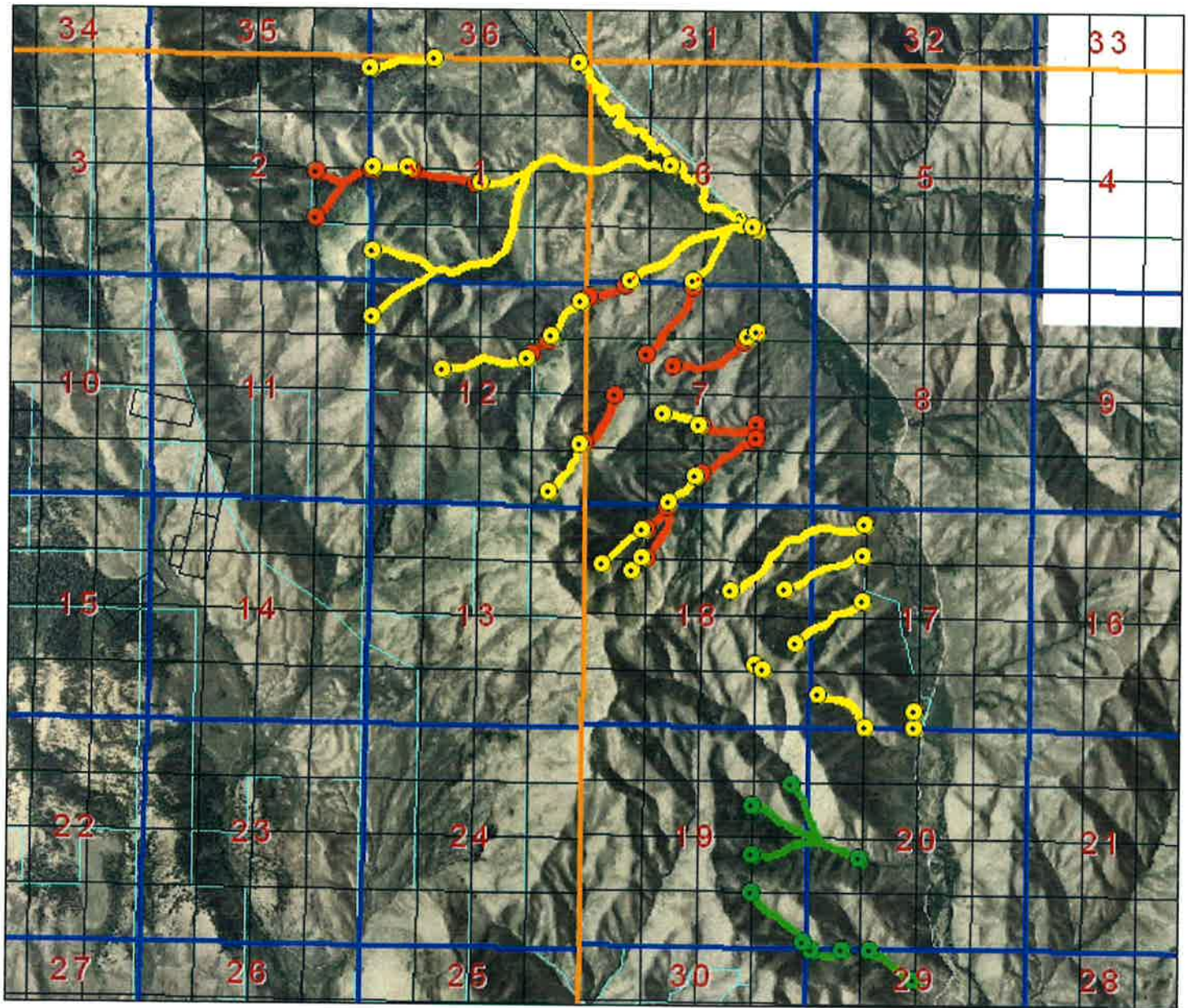
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County
T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County
T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County
T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County
T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NENENE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNENE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NESWNE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWSENW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SENESE End of Stream Flow Within CAMAS County
T01N R15E S12 SWESESE Begin of Stream Flow Within CAMAS County
T01N R16E S6 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SESWSW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
T01N R16E S7 NWNESW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
T01N R16E S7 SWSSEW Begin of Stream Flow Within CAMAS County

RECOMMENDED PLACE OF USE FOR 37-22567, 37-22568, and 37-22569



- 37-22567 Recommended POD/POU
- 37-22568 Recommended POD/POU
- 37-22569 Recommended POD/POU

PLACE OF USE
TWP 01N & 02N, RNG 15E & 16E
Data Entry on November 22, 2010

★ LOCATION IN BASIN

- Township lines
- Section lines
- Quarter/quarter lines

GIS PLACE OF USE PRESENTATION
2006 AERIAL PHOTOGRAPHY
BY KELLY K CHRISTENSEN



Basin 37



10/22/2010

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

SHELLA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

DUANE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

*rina Hagen
added 1-28-11
KKC*

VERIFIED BY

KKC
10-29-2010

SOURCE: CHERRY CREEK
LOG CREEK
NEBRASKA CREEK
UNNAMED STREAM
WILLOW CREEK
WINE CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

1/01 12/31

0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T02N R15E S25	<u>NWNW</u>	T02N R15E S25	<u>SWNW</u>
T02N R15E S25	<u>SENW</u>	T02N R15E S25	<u>NESW</u>
T02N R15E S25	<u>NWSW</u>	T02N R15E S25	<u>SESW</u>
T02N R15E S25	<u>SWSE</u>	T02N R15E S36	<u>NWNE</u>
T02N R15E S36	<u>SWNE</u>	T02N R15E S36	<u>NENW</u>
T02N R15E S36	<u>SENW</u>	T02N R15E S36	<u>NESE</u>
T02N R15E S36	<u>NWSE</u>	T02N R15E S36	<u>SWSE</u>
T02N R15E S36	<u>SESE</u>		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

10/29/2010

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MCKAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: SEVERE CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County
T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County
T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County
T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County
T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NENENE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNENE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NESWNE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWSENW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SENESE End of Stream Flow Within CAMAS County
T01N R15E S12 SWSESE Begin of Stream Flow Within CAMAS County
T01N R16E S6 SWSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SESWSW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
T01N R16E S7 NWNESW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
T01N R16E S7 SWSESW Begin of Stream Flow Within CAMAS County

VERIFIED BY

KKC
10-29-2010

T01N R16E S17 NENWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 SENWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 SESWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 NWSWSW Begin of Stream Flow Within CAMAS County
 T01N R16E S17 SWSWSW End of Stream Flow Within CAMAS County
 T01N R16E S17 SESESW End of Stream Flow Within CAMAS County
 T01N R16E S17 SESESW Begin of Stream Flow Within CAMAS County
 T01N R16E S18 SESWNE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NESENE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NENWNW Lot 1 End of Stream Flow Within CAMAS County
 T01N R16E S18 SENWNW Lot 1 End of Stream Flow Within CAMAS County
 T01N R16E S18 NESWNW Lot 2 Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NWSWNW Lot 2 Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NENESE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 SWNESE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 SWNESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	STOCKWATER	01/01 12/31	0.020 CFS
PLACE OF USE:	<u>STOCKWATER in CAMAS County</u>		

T01N R15E S01 Lot 1 NENE	T01N R15E S01 SWNE
T01N R15E S01 SENE	T01N R15E S01 Lot 3 NENW
T01N R15E S01 Lot 4 NWNW	T01N R15E S01 SWNW
T01N R15E S01 SWSW	T01N R15E S01 SESW
T01N R15E S01 NWSE	T01N R15E S01 SWSE
T01N R15E S12 NENE	T01N R15E S12 SWNE
T01N R15E S12 NWNW	T01N R15E S12 SENW
T01N R15E S12 NESE	T01N R15E S12 SESE
T01N R16E S06 Lot 1 NWNW	T01N R16E S06 Lot 2 SWNW
T01N R16E S06 SENW	T01N R16E S06 NESW
T01N R16E S06 Lot 4 SWSW	T01N R16E S06 SESW
T01N R16E S06 NWSE	T01N R16E S06 SWSE
T01N R16E S07 NWNE	T01N R16E S07 NESW
T01N R16E S07 SESW	T01N R16E S17 NWNW
T01N R16E S17 SWNW	T01N R16E S17 NWSW
T01N R16E S17 SWSW	T01N R16E S17 SESW
T01N R16E S18 NENE	T01N R16E S18 SWNE
T01N R16E S18 SENE	T01N R16E S18 Lot 1 NWNW
T01N R16E S18 Lot 2 SWNW	T01N R16E S18 NESE

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

10/29/2010

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MCKAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: SEVERE CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County
T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County
T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County
T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County
T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NENENE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NESWNE End of Stream Flow Within CAMAS County
T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWSSENW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SENENE End of Stream Flow Within CAMAS County
T01N R15E S12 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SESWSW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
T01N R16E S7 NWSESW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
T01N R16E S7 SWSSENW Begin of Stream Flow Within CAMAS County
T01N R16E S17 NENWNW End of Stream Flow Within CAMAS County
T01N R16E S17 SENWNW End of Stream Flow Within CAMAS County
T01N R16E S17 SESWNW End of Stream Flow Within CAMAS County
T01N R16E S17 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R16E S17 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S17 SESESW End of Stream Flow Within CAMAS County
T01N R16E S17 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S18 SESWNE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NENENE End of Stream Flow Within CAMAS County
T01N R16E S18 NENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S18 SENWNW Lot 1 End of Stream Flow Within CAMAS County

Regarding Sec 17, I made the highlighted changes, some agreeing with you and others on my own after review.

Sec 17 S½SW¼



T01N R16E S18 NESWNW Lot 2 Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWSWNW Lot 2 Begin of Stream Flow Within CAMAS County
T01N R16E S18 NENESE Begin of Stream Flow Within CAMAS County
T01N R16E S18 SWNESE Begin of Stream Flow Within CAMAS County
T01N R16E S18 SWNESE End of Stream Flow Within CAMAS County

Sec 18 NE¼
P/D virtually on the line but I
called it in the NE¼ 10-acre tract



PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

STOCKWATER

01/01 12/31

PLACE OF USE:

STOCKWATER in CAMAS County

T01N R15E S01 Lot 1 NENE	T01N R15E S01 SWNE
T01N R15E S01 SENE	T01N R15E S01 Lot 3 NENW
T01N R15E S01 Lot 4 NWNW	T01N R15E S01 SWNW
T01N R15E S01 SWSW	T01N R15E S01 SESW
T01N R15E S01 NWSE	T01N R15E S01 SWSE
T01N R15E S12 NENE	T01N R15E S12 SWNE
T01N R15E S12 NWNW	T01N R15E S12 SENW
T01N R15E S12 NESE	T01N R15E S12 SESE
T01N R16E S06 Lot 1 NWNW	T01N R16E S06 Lot 2 SWNW
T01N R16E S06 SENW	T01N R16E S06 NESW
T01N R16E S06 Lot 4 SWSW	T01N R16E S06 SESW
T01N R16E S06 NWSE	T01N R16E S06 SWSE
T01N R16E S07 NWNE	T01N R16E S07 NESW
T01N R16E S07 SESW	T01N R16E S17 NWNW
T01N R16E S17 SWNW	T01N R16E S17 NWSW
T01N R16E S17 SWSW	T01N R16E S17 SESW
T01N R16E S18 NENE	T01N R16E S18 SWNE
T01N R16E S18 SENE	T01N R16E S18 Lot 1 NWNW
T01N R16E S18 Lot 2 SWNW	T01N R16E S18 NESE

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

10/22/2010

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MCKAY GULCH CREEK
~~SEVERE CREEK~~
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
~~TRIBUTARY: WILLOW CREEK~~
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County

T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County

T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County

T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County

T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County

T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County

T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County

T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County

T01N R15E S12 SWSSENW Begin of Stream Flow Within CAMAS County

971 T01N R16E S6 SWSSENW End of Stream Flow Within CAMAS County

090 T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County

992 T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County

991 T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County

998 T01N R16E S6 SESW^{SESW} Begin of Stream Flow Within CAMAS County

T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County

T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
 T01N R16E S7 NWNESW Begin of Stream Flow Within CAMAS County
 T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
 T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
 T01N R16E S7 SWSESW Begin of Stream Flow Within CAMAS County
 T01N ~~R16E~~ R15E S12 NENENE End of Stream Flow Within CAMAS County
 T01N ~~R16E~~ R15E S12 SWNENE Begin of Stream Flow Within CAMAS County
 T01N ~~R16E~~ R15E S12 NESWNE End of Stream Flow Within CAMAS County
 T01N ~~R16E~~ R15E S12 SENESE End of Stream Flow Within CAMAS County
 T01N ~~R16E~~ R15E S12 SWSESE Begin of Stream Flow Within CAMAS County
 976 T01N R16E S17 ~~NENWNW~~ End of Stream Flow Within CAMAS County
 977 T01N R16E S17 ~~SENWNW~~ End of Stream Flow Within CAMAS County
 978 T01N R16E S17 ~~SESWNW~~ End of Stream Flow Within CAMAS County
 970 T01N R16E S17 ~~NWSWSW~~ Begin of Stream Flow Within CAMAS County
 979 T01N R16E S17 ~~SESWSW~~ End of Stream Flow Within CAMAS County
 983 T01N R16E S17 ~~SESWSW~~ Begin of Stream Flow Within CAMAS County
 984 T01N R16E S17 ~~SESWSW~~ End of Stream Flow Within CAMAS County
 996 OK T01N R16E S18 ~~SESWSENE~~ Begin of Stream Flow Within CAMAS County *change to SE SENE*
 969 T01N R16E S18 ~~NESENE~~ Begin of Stream Flow Within CAMAS County
 005 T01N R16E S18 ~~NENWNW~~ Lot 1 End of Stream Flow Within CAMAS County
 986 T01N R16E S18 ~~SENWNW~~ Lot 1 End of Stream Flow Within CAMAS County
 985 T01N R16E S18 ~~NESWNW~~ Lot 2 Begin of Stream Flow Within CAMAS County
 007 T01N R16E S18 ~~NWSWNW~~ Lot 2 Begin of Stream Flow Within CAMAS County
 999 T01N R16E S18 ~~NENESE~~ Begin of Stream Flow Within CAMAS County
 998 T01N R16E S18 ~~SWNESE~~ Begin of Stream Flow Within CAMAS County
 999 T01N R16E S18 ~~SWNESE~~ End of Stream Flow Within CAMAS County
~~T01N R16E S29 NENWNW End of Stream Flow Within CAMAS County~~
~~T01N R16E S29 NWNWNW Begin of Stream Flow Within CAMAS County~~

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

STOCKWATER in CAMAS County

T01N R15E S01 Lot 1 NENE	T01N R15E S01	SWNE
T01N R15E S01 SENE	T01N R15E S01 Lot 3 NENW	
T01N R15E S01 Lot 4 NWNW	T01N R15E S01	SWNW
T01N R15E S01 SWSW	T01N R15E S01	SESW
T01N R15E S01 NWSE	T01N R15E S01	SWSE
T01N R15E S12 NENE	T01N R15E S12	SWNE

10/22/2010

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

RIGHT NUMBER: 37-22567

NAME AND ADDRESS: RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MCKAY GULCH CREEK
SEVERE CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF DIVERSION:

T01N R15E S1 NENENE Lot 1 Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNENW Lot 3 End of Stream Flow Within CAMAS County
T01N R15E S1 NWNWNW Lot 4 Begin of Stream Flow Within CAMAS County
T01N R15E S1 SWSWNW Begin of Stream Flow Within CAMAS County
T01N R15E S1 SESWNW End of Stream Flow Within CAMAS County
T01N R15E S1 NWSWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSE Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWNWNW Begin of Stream Flow Within CAMAS County
T01N R15E S12 SWSSENW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SWSSENW End of Stream Flow Within CAMAS County
T01N R16E S6 SESESW Begin of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S6 SESWSE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENENE End of Stream Flow Within CAMAS County
T01N R16E S7 NWNESW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENESW End of Stream Flow Within CAMAS County
T01N R16E S7 NESESW End of Stream Flow Within CAMAS County
T01N R16E S7 SWSSESW Begin of Stream Flow Within CAMAS County
T01N R16E S12 NENENE End of Stream Flow Within CAMAS County

T01N R16E S12 SWNE Begin of Stream Flow Within CAMAS County
 T01N R16E S12 NESWNE End of Stream Flow Within CAMAS County
 T01N R16E S12 SENESE End of Stream Flow Within CAMAS County
 T01N R16E S12 SWESESE Begin of Stream Flow Within CAMAS County
 T01N R16E S17 NENWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 SENWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 SESWNW End of Stream Flow Within CAMAS County
 T01N R16E S17 NWSWSW Begin of Stream Flow Within CAMAS County
 T01N R16E S17 SESWSW End of Stream Flow Within CAMAS County
 T01N R16E S17 SESWSW Begin of Stream Flow Within CAMAS County
 T01N R16E S17 SESWSW End of Stream Flow Within CAMAS County
 T01N R16E S18 SESWNE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NESENE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NENWNW End of Stream Flow Within CAMAS County
 T01N R16E S18 SENWNW Lot 1 End of Stream Flow Within CAMAS County
 T01N R16E S18 NESWNW Lot 2 Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NWSWNW Begin of Stream Flow Within CAMAS County
 T01N R16E S18 NENESE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 SWNESE Begin of Stream Flow Within CAMAS County
 T01N R16E S18 SWNESE End of Stream Flow Within CAMAS County
 T01N R16E S29 NENWNW End of Stream Flow Within CAMAS County
 T01N R16E S29 NWNWNW Begin of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

<u>STOCKWATER in CAMAS County</u>			
T01N R15E S01 Lot 1	NENE	T01N R15E S01	SWNE
T01N R15E S01	SENE	T01N R15E S01 Lot 3	NENW
T01N R15E S01 Lot 4	NWNW	T01N R15E S01	SWNW
T01N R15E S01	SWSW	T01N R15E S01	SESW
T01N R15E S01	NWSE	T01N R15E S01	SWSE
T01N R15E S12	NENE	T01N R15E S12	SWNE
T01N R15E S12	NWNW	T01N R15E S12	SENW
T01N R15E S12	NESE	T01N R15E S12	SESE
T01N R16E S06 Lot 1	NWNW	T01N R16E S06 Lot 2	SWNW
T01N R16E S06	SENW	T01N R16E S06	NESW
T01N R16E S06 Lot 4	SWSW	T01N R16E S06	SESW
T01N R16E S06	NWSE	T01N R16E S06	SWSE
T01N R16E S07	NWNE	T01N R16E S07	NESW
T01N R16E S07	SESW	T01N R16E S17	NWNW
T01N R16E S17	SWNW	T01N R16E S17	NWSW

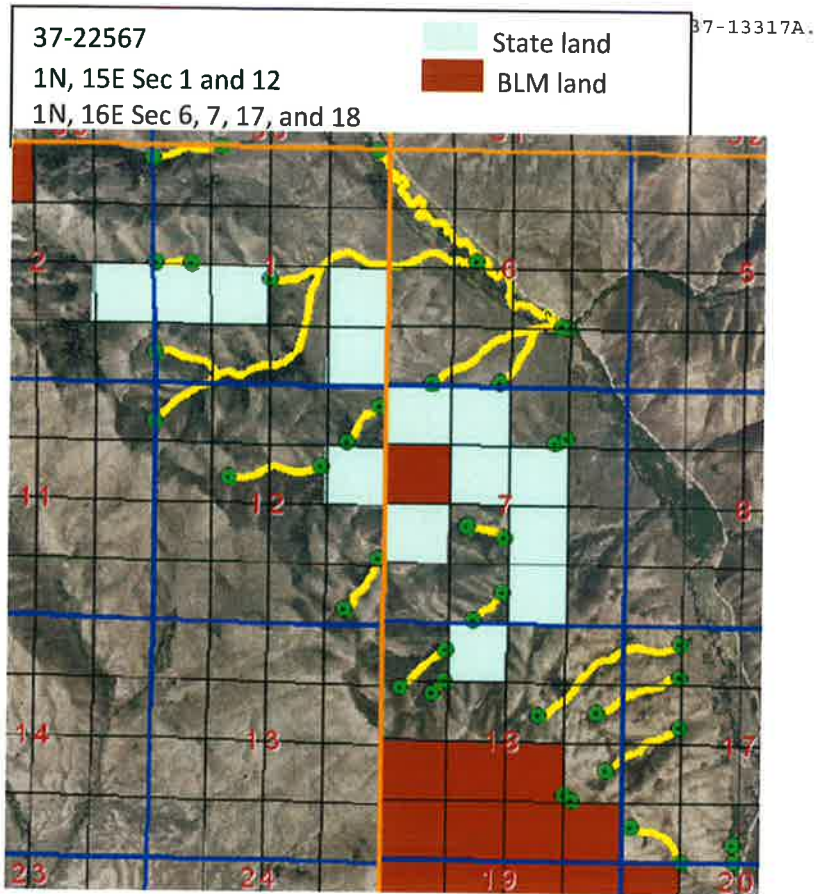
T01N R16E S17	SWSW	T01N R16E S17	SESW
T01N R16E S18	NENE	T01N R16E S18	SWNE
T01N R16E S18	SENE	T01N R16E S18 Lot 1	NWNW
T01N R16E S18 Lot 2	SWNW	T01N R16E S18	NESE

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

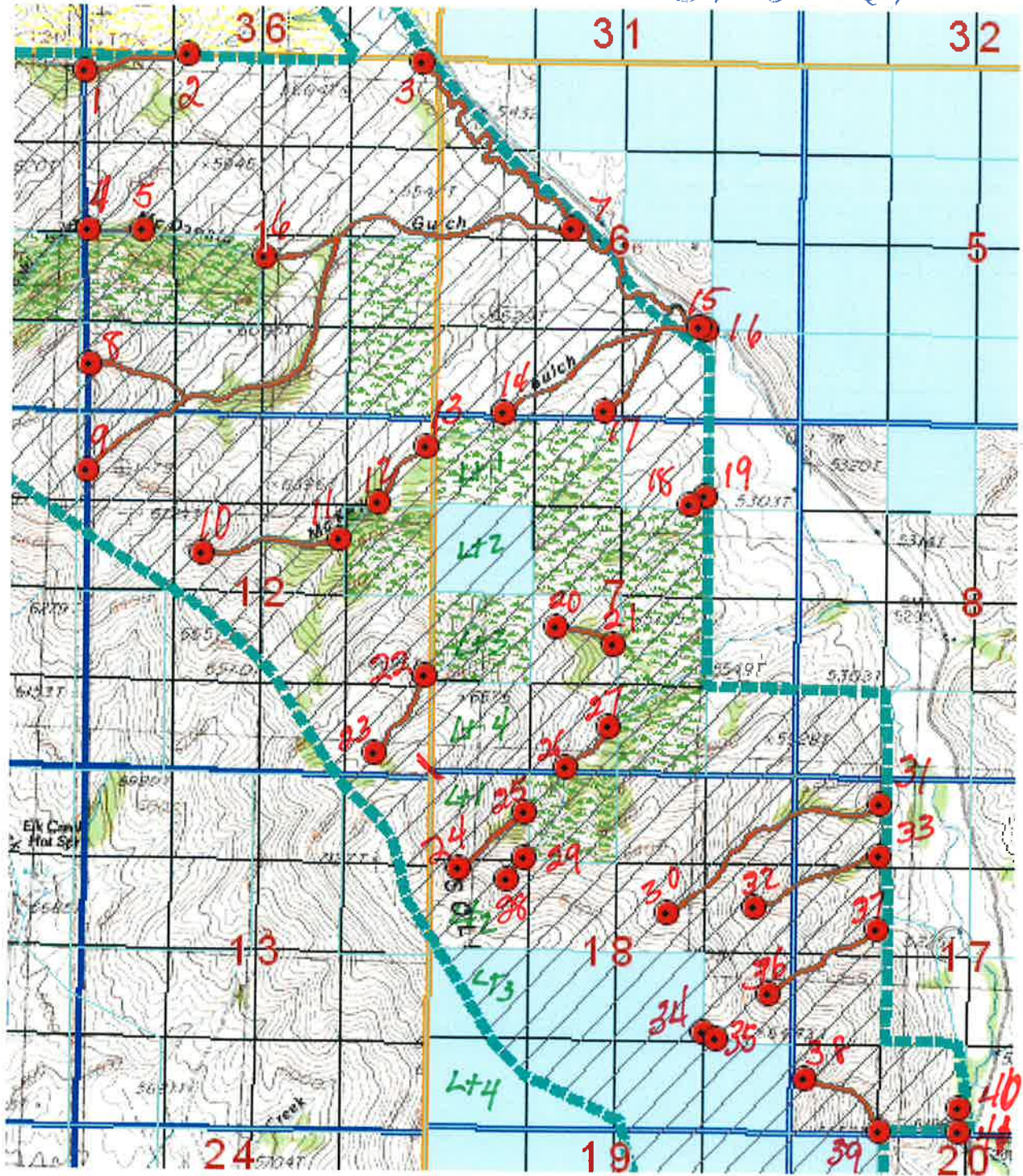
The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



37-22567



37-22567

...	...	...	...	S...	V...	S...	P...	PointOfDiv...	...	Source	...	TributaryOf	T...	D...	M...	D...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782968	4	B	MC DONALD GULCH...	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782969	32	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782970	38	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782971	7	E	MC DONALD GULCH...	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782972	12	B	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782973	11	E	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782974	19	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782975	21	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782976	31	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782978	37	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782979	39	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782980	14	B	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782981	27	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782982	22	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782983	40	X	WILLOW CREEK	<...	CAMAS CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782984	41	E	WILLOW CREEK	<...	CAMAS CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782985	28	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782986	8	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782988	8	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782989	5	X	MC DONALD GULCH...	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782990	3	B	WILLOW CREEK	<...	CAMAS CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782991	16	X	WILLOW CREEK	<...	CAMAS CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782992	15	E	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782993	1	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782994	2	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782995	20	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782996	30	X	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782997	35	E	SEVERE CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782998	34	B	SEVERE CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	782999	36	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783001	10	B	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783002	9	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783003	23	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783004	18	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783005	25	E	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783006	13	X	MCKAY GULCH CREEK	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783007	24	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783008	26	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783009	17	B	UNNAMED STREAM	<...	WILLOW CREEK	...	Di.....	...
3...	P...	3...	37	2...	1	Ac..B...	3/...0...	783010	6	X	MC DONALD GULCH...	<...	WILLOW CREEK	...	Di.....	...

782 977
Sec 17 SE NWNW

M. Kay Gulch

782973

QC
782977 Sec 17 SE NWNW

782976 Sec 17 NE NWNW

10/28/2010

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

RIGHT NUMBER: 37-22568

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

VERIFIED 5th KKC
10-28-2010

SOURCE: MC DONALD GULCH CREEK
MC KAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R15E S1 NENESW End of Stream Flow Within CAMAS County
T01N R15E S1 NENWSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSW End of Stream Flow Within CAMAS County
T01N R15E S2 NWNENE Begin of Stream Flow Within CAMAS County
T01N R15E S2 SWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE End of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 NESWNE End of Stream Flow Within CAMAS County
✓ T01N R16E S7 NENENW End of Stream Flow Within CAMAS County
✓ T01N R16E S7 NENWNW Lot 1 End of Stream Flow Within CAMAS County
✓ T01N R16E S7 NWNWNW Lot 1 Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 NWSENW Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 SWSENW Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 NWNWSW Lot 3 End of Stream Flow Within CAMAS County
✓ T01N R16E S7 SWNWSW Lot 3 Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 SWNWSE Begin of Stream Flow Within CAMAS County
✓ T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
✓ T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
✓ T01N R16E S7 NWSWSE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW End of Stream Flow Within CAMAS County
T01N R16E S18 SWNENW Begin of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	STOCKWATER	01/01 12/31	0.020 CFS
PLACE OF USE:	<u>STOCKWATER in CAMAS County</u>		
	T01N R15E S01 NESW	T01N R15E S01	NWSW
	T01N R15E S02 NESE	T01N R15E S12	SENE
	T01N R16E S07 SWNE	T01N R16E S07	NENW
	T01N R16E S07 Lot 1 NWNW	T01N R16E S07	SENW
	T01N R16E S07 Lot 3 NWSW	T01N R16E S07	NWSE
	T01N R16E S07 SWSE	T01N R16E S18	NENW

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.

10/22/2010

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

RIGHT NUMBER: 37-22568

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

NINA M HAGEN
41818 228TH AVE SE
ENUMCLAW WA 98022

HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

SOURCE: MC DONALD GULCH CREEK
MC KAY GULCH CREEK
UNNAMED STREAM
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: MC DONALD GULCH CREEK
TRIBUTARY: MC KAY GULCH CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF DIVERSION:

T01N R15E S1 NENSW End of Stream Flow Within CAMAS County
T01N R15E S1 NENSW Begin of Stream Flow Within CAMAS County
T01N R15E S1 NWNWSW End of Stream Flow Within CAMAS County
T01N R15E S2 NWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S2 SWNESE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE Begin of Stream Flow Within CAMAS County
T01N R15E S12 NWSENE End of Stream Flow Within CAMAS County

OK
88

93

122

89

090

113

092

~~T01N R16E S7 SENWNE End of Stream Flow Within CAMAS County~~
T01N R16E S7 NESWNE End of Stream Flow Within CAMAS County
T01N R16E S7 NENENW End of Stream Flow Within CAMAS County
T01N R16E S7 NENWNW Lot 1 End of Stream Flow Within CAMAS County
T01N R16E S7 NWNWNW Lot 1 Begin of Stream Flow Within CAMAS County
T01N R16E S7 NWSENW Begin of Stream Flow Within CAMAS County

~~T01N R16E S7 SWSWNE Begin of Stream Flow Within CAMAS County~~
it is in the NWSENE - I can't tell, looks like it is smack dab in the middle

095

094

092

096

101

097

T01N R16E S7 NWNWSW Lot 3 End of Stream Flow Within CAMAS County
T01N R16E S7 SWNWSW Lot 3 Begin of Stream Flow Within CAMAS County
~~T01N R16E S7 SWSWNE Begin of Stream Flow Within CAMAS County~~
T01N R16E S7 SWNWSW Begin of Stream Flow Within CAMAS County
T01N R16E S7 SENWSE End of Stream Flow Within CAMAS County
T01N R16E S7 NWSWSE Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S18 NWNENW End of Stream Flow Within CAMAS County
T01N R16E S18 SWNENW Begin of Stream Flow Within CAMAS County

*corrections suggested by
Stanish*

*Should be 783093
Sec 7 NE SW NE*

*642' North of
QQ line
783092*

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T01N R15E S01	NESW	T01N R15E S01	NWSW
T01N R15E S02	NESE	T01N R15E S12	SENE
T01N R16E S07	SWNE	T01N R16E S07	NENW
T01N R16E S07 Lot 1	NWNW	T01N R16E S07	SENW
T01N R16E S07 Lot 3	NWSW	T01N R16E S07	NWSE
T01N R16E S07	SWSE	T01N R16E S18	NENW

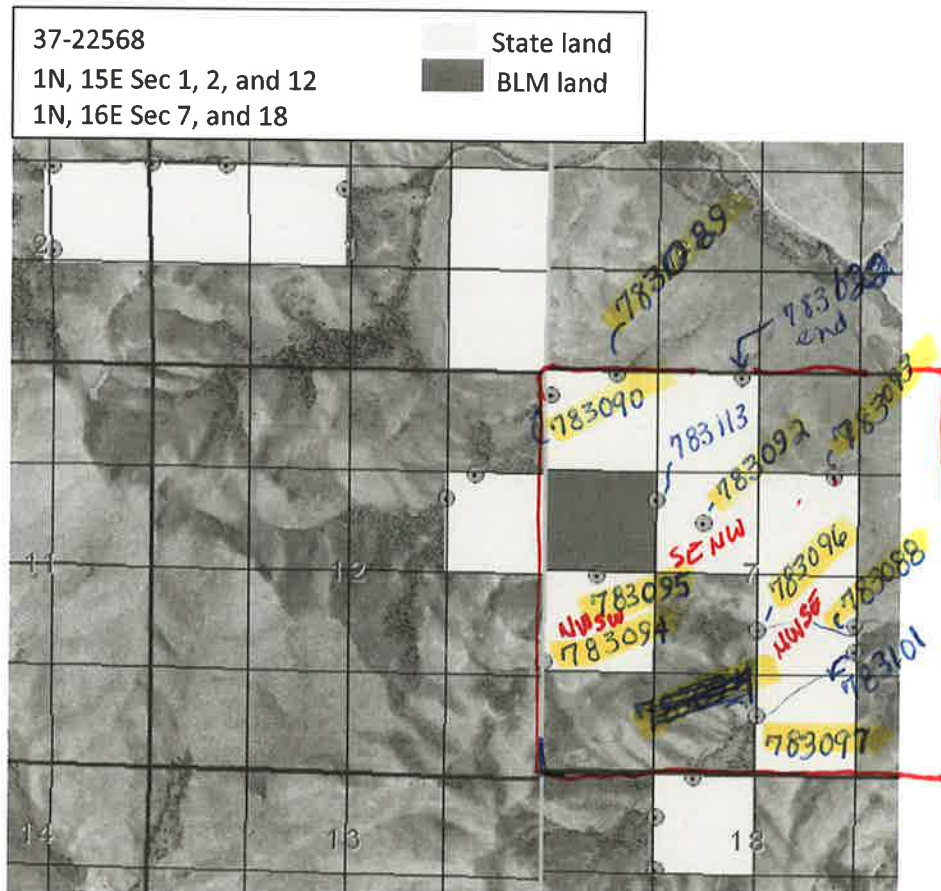
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 37-13317A.



EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

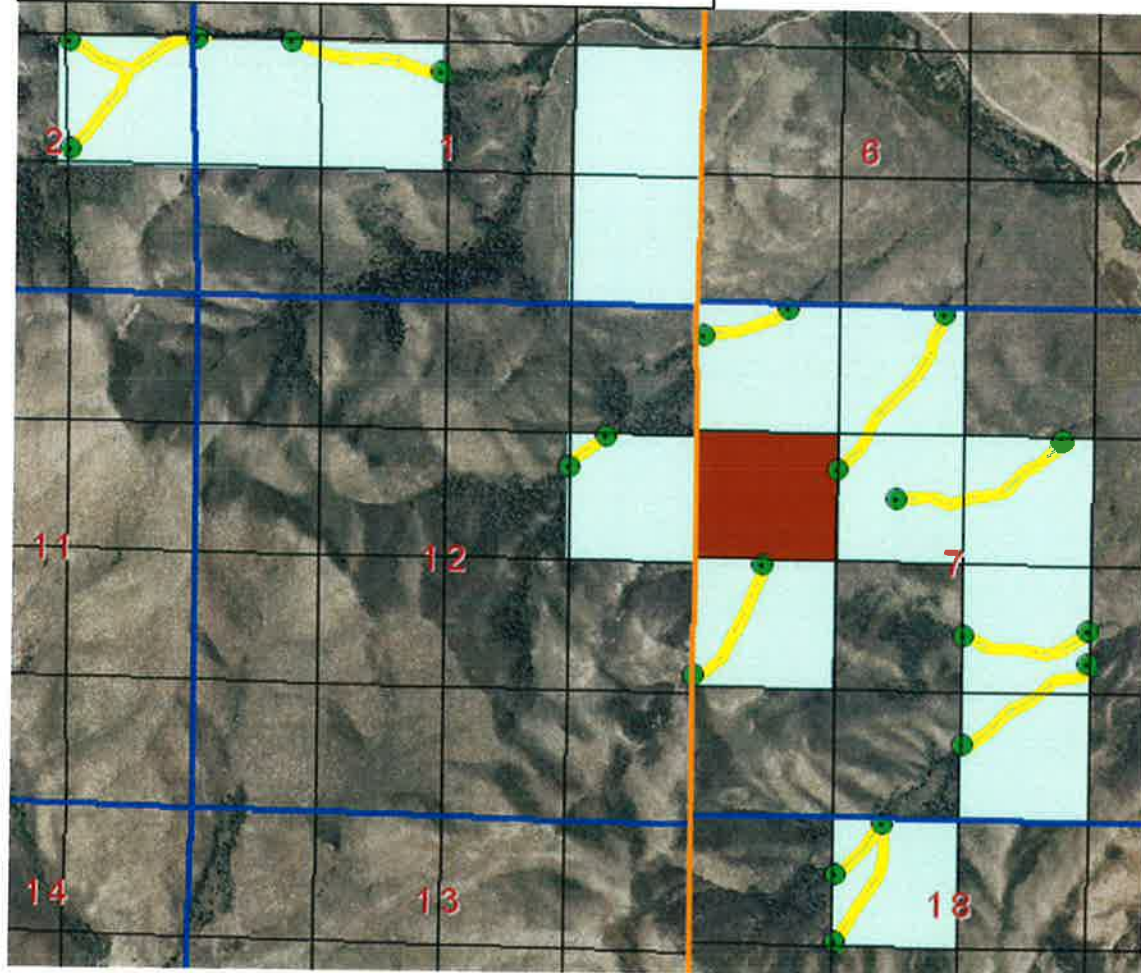
37-22568

1N, 15E Sec 1, 2, and 12

1N, 16E Sec 7, and 18

State land

BLM land





37-22568

...	Bas...	...	S...	Vers...	S...	Basis	P...	Overall...	...	Water...	Source	...	TributaryOf	Diver...	R...	PointOfDiv...	...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC DONALD GULCH CREEK	<...	WILLOW C...	B	6...	783086	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC DONALD GULCH CREEK	<...	WILLOW C...	B	6...	783108	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC DONALD GULCH CREEK	<...	WILLOW C...	E	6...	783106	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC DONALD GULCH CREEK	<...	WILLOW C...	E	6...	783112	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC KAY GULCH CREEK	<...	WILLOW C...	B	6...	783090	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC KAY GULCH CREEK	<...	WILLOW C...	B	6...	783128	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC KAY GULCH CREEK	<...	WILLOW C...	E	6...	783089	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	MC KAY GULCH CREEK	<...	WILLOW C...	E	6...	783120	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	MC DONAL...	B	6...	783107	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	willow	MC DONAL...	E	6...	783101	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	B	6...	783092	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	McKay	WILLOW C...	B	6...	783094	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	B	6...	783096	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	B	6...	783097	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	McKay	WILLOW C...	B	6...	783113	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	B	6...	783124	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	B	6...	783125	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	E	6...	783088	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	E	6...	783093	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	McKay	WILLOW C...	E	6...	783095	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	McKay	WILLOW C...	E	6...	783122	ht...
3...	37	2...	1		Ac..Beneficia..3/...	0.02				<Null>	UNNAMED STREAM	<...	WILLOW C...	E	6...	783123	ht...

13
 783695
 should be
 Sec 7 NW NWSW

10/22/2010

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

RIGHT NUMBER: 37-22569

NAME AND ADDRESS: STATE OF IDAHO, DEPT OF LANDS
PO BOX 83720-0050
BOISE ID 83720-0050

VERIFIED BY

KKC
10-22-2010

SOURCE: SEVERE CREEK
UNNAMED STREAM
UNNAMED STREAM

TRIBUTARY: WILLOW CREEK
TRIBUTARY: SEVERE CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T01N R16E S19 NESENE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWESENE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWNESE Begin of Stream Flow Within CAMAS County
T01N R16E S19 NWSESE Begin of Stream Flow Within CAMAS County
T01N R16E S19 SESESE End of Stream Flow Within CAMAS County
T01N R16E S20 NENWSW End of Stream Flow Within CAMAS County
T01N R16E S29 NWNENW Begin of Stream Flow Within CAMAS County
T01N R16E S29 SENENW End of Stream Flow Within CAMAS County
T01N R16E S29 NENWNW End of Stream Flow Within CAMAS County
T01N R16E S29 NWNWNW Begin of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T01N R16E S19	SENE	T01N R16E S19	NESE
T01N R16E S19	SESE	T01N R16E S20	SWNW
T01N R16E S20	NWSW	T01N R16E S29	NENW
T01N R16E S29	NWNW		

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

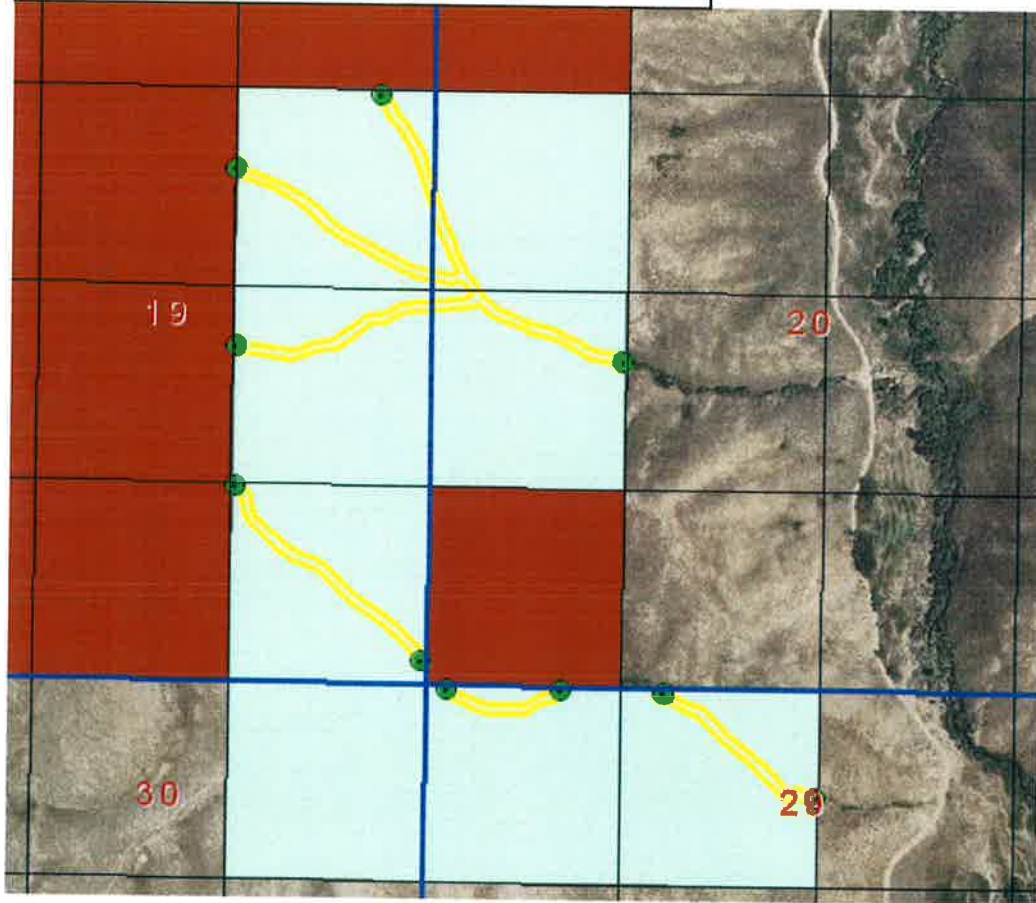
This right is a split from former right 37-13317A.

37-22569

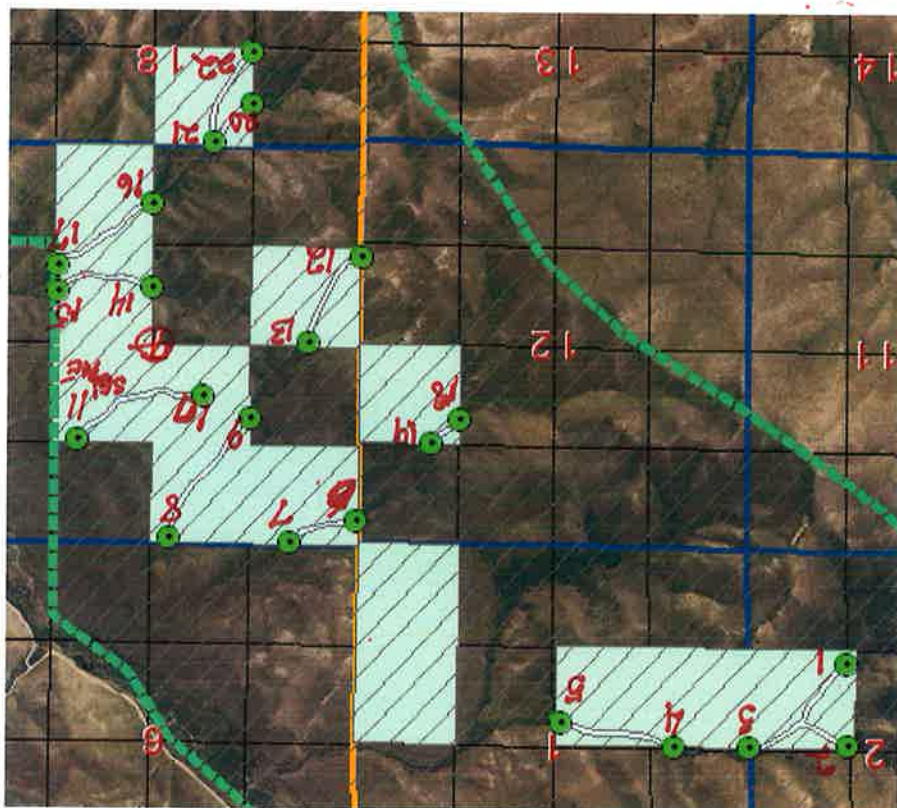
1N, 16E Sec 19, 20, and 29

State land

BLM land



Podis updated 37-22569
9-17-10



10/22/2010

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: HAGEN PROPERTIES LLC
323 RD 4 EU
MEETEETSE WY 82433

RONALD A HAGEN
41818 228TH AVE SE
ENUMCLAW ID 98022

VERIFIED BY KKC
10-22-2010

MARK NOREM
PO BOX 1285
BIG TIMBER MT 59011

SHELLA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

DUANE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SOURCE: CHERRY CREEK TRIBUTARY: WILLOW CREEK
LOG CREEK TRIBUTARY: WILLOW CREEK
NEBRASKA CREEK TRIBUTARY: WILLOW CREEK
UNNAMED STREAM TRIBUTARY: WILLOW CREEK
WILLOW CREEK TRIBUTARY: CAMAS CREEK
WINE CREEK TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

<u>T02N R15E S25</u>	<u>NWNW</u>	<u>T02N R15E S25</u>	<u>SWNW</u>
<u>T02N R15E S25</u>	<u>SENW</u>	<u>T02N R15E S25</u>	<u>NESW</u>
<u>T02N R15E S25</u>	<u>NWSW</u>	<u>T02N R15E S25</u>	<u>SESW</u>
<u>T02N R15E S25</u>	<u>SWSE</u>	<u>T02N R15E S36</u>	<u>NWNE</u>
<u>T02N R15E S36</u>	<u>SWNE</u>	<u>T02N R15E S36</u>	<u>NENW</u>
<u>T02N R15E S36</u>	<u>SENW</u>	<u>T02N R15E S36</u>	<u>NESE</u>
<u>T02N R15E S36</u>	<u>NWSE</u>	<u>T02N R15E S36</u>	<u>SWSE</u>
<u>T02N R15E S36</u>	<u>SESE</u>		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



STATE OF IDAHO
STATE LAND LEASE

LEASE NO. G-7008

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Duaine Hagen and Sheila Hagen (lessee) 323 Road 4EU, Meeteetse WY 82433 (Address).

This lease shall commence January 1, 2006 and terminate December 31, 2015.

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

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described, and the special provisions identified, in attachment A at the uses specified herein; grazing 568.47 acres containing 134.00 AUMs, cropland 0.00 acres of dryland at 0.00 per acre, 0.00 acres irrigated land at 0.00 per acre, 0.00 acres of wasteland at 0.00 per acre, 0.00 miscellaneous per annum, or 0.00 premium bid.

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

COUNTERSIGNED:

STATE BOARD OF LAND COMMISSIONERS OF THE
STATE OF IDAHO

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



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

STATE OF IDAHO
COUNTY OF Ada



On this 13 day of February, in the year 2006, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Winston A Wiggins, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

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

Residing at Boise, Idaho, Commission expires 06.08.2007
Susan Moore
Notary Public for Idaho

***** LESSEE *****

Duaine Hagen (Lessee)
Sheila Hagen (Lessee)

STATE OF Wyoming
COUNTY OF Fox

On this 7 day of January, in the year 2006, before me, a Notary Public in and for said State, personally appeared Duaine Hagen



known to me to be the lessee that executed the within instrument and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Meeteetse WY, Commission expires 01-23-08
John A. [Signature]
Notary Public for

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-7008

PAGE 2

ATTACHMENT A

SPECIAL PROVISIONS:

SEE ATTACHMENTS A-1 AND A-2.

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
CAMAS	160.00	N2SW & E2SE	1 00	1 N	15.0 E	PS
CAMAS	40.00	NESE	2 00	1 N	15.0 E	PS
CAMAS	40.00	SENE	12 00	1 N	15.0 E	PS
CAMAS	0.00	SWNE, E2NW, LOT 1 (NWNW),	7 05	1 N	16.0 E	PS
CAMAS	288.47	LOT3 (NWSW) & W2SE	7 15	1 N	16.0 E	PS
CAMAS	40.00	NENW	18 00	1 N	16.0 E	PS

STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-1
SPECIAL PROVISIONS
GRAZING / CROPLAND MANAGEMENT PROVISION

Lease Number: G-7008

Lease Applicant: Duaine & Sheila Hagen

Allotment Name: Willow Creek

Cropland (if applicable):

Crops planted 0.

Crop rotation schedule 0.

Grazing (if applicable):

(Number of Livestock by Class)

cow/calf pairs	<u>60</u>	yearlings	<u>80</u>	bulls	<u> </u>
sheep	<u> </u>	horses	<u> </u>	other (specify)	<u> </u>

(Number of AUMs by Class for Billing)

cattle	<u>134</u>
sheep	<u> </u>

Season of Use (specific dates and total number of days):

No earlier than June 10, No later than Oct 15. Expected total days no more than 60.

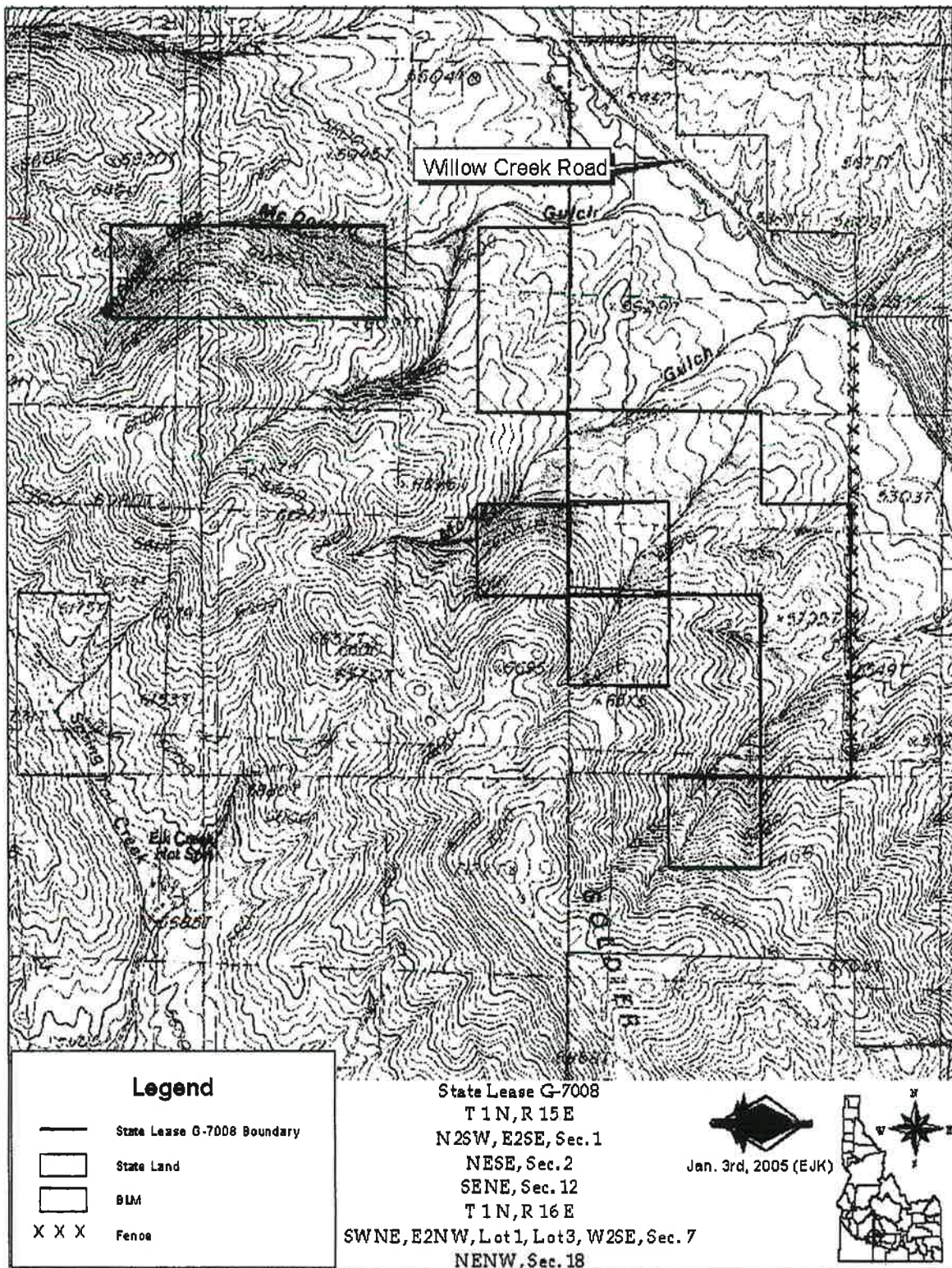
MANAGEMENT PROVISION

The following Management Provision is a summary of the grazing and/or cropland management strategy agreed to by the Lessee and Idaho Department of Lands to address identified resource concerns and management objectives.

Livestock grazing shall be done in a time sensitive and conservative manner as this historical use (over past 10 yrs.) has allowed a very high level of plant vigor and abundant residuals for wildlife while also allowing wildlife use of property in spring before turn out. While no current weed problems exist, property will be monitored closely with controls available should outbreak occur. No feeding or processed feed shall occur outside of corral area. These parcels of land are managed with private and BLM lands.

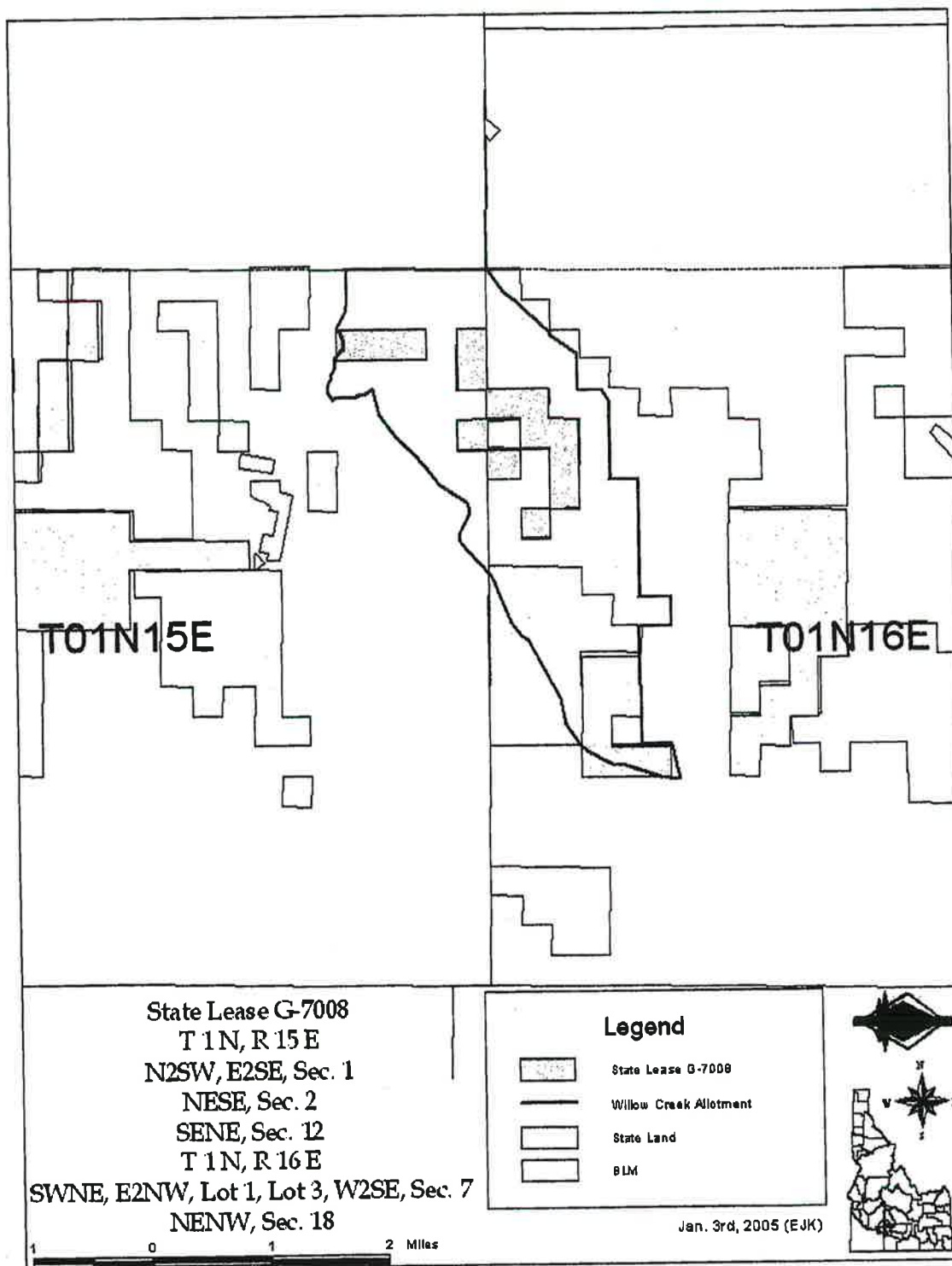
STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-2
MAP #1



STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-2
MAP #2



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

1. Use of Land

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

2. Rental Rate and Modification of Rent

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

3. Livestock Carrying Capacity.

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

4. Grazing Management Plan

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

conjunction with federal lands, the Grazing Management Plan prepared for the federal land may be deemed by Lessor, at its discretion, to satisfy the requirements of this section.

- 4.2 **Modification of Plan.** Lessor may review and modify any Grazing Management Plan upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to instituting any management changes, Lessee must submit, in writing, the proposed changes to the Grazing Management Plan to Lessor for approval. No management changes shall occur prior to Lessor's written approval of the amended Grazing Management Plan. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.
- 4.3 **Annual Plan - Incorporation By Reference.** Lessor may require that the Grazing Management Plan be supplemented by Lessee annually through an approved, written Annual Plan, which shall be developed and approved in the same manner as the Grazing Management Plan set forth in paragraphs 4.1 and 4.2 above. The Grazing Management Plan together with any and all subsequently approved amendments thereto and any Annual Plans are hereinafter referred to collectively as the Grazing Management Plan, and shall be incorporated by reference into this Lease.
- 4.4 **Compliance Required.** Lessee shall abide by all provisions of the Grazing Management Plan. If Lessee fails to abide by the Grazing Management Plan, Lessee will be deemed in breach of this Lease and the lease will be subject to cancellation in accordance with Section 18 of this lease.
- 4.5 **Records to be Retained.** Lessee must keep records showing the numbers and class of livestock on the leased land and the dates put on and removed from the leased land, as well as records relating to the construction of improvements. Lessor may require Lessee to produce these records.
- 4.6 **See Attachment A of this Lease for a summary of the Grazing Management Plan in effect as of the date of execution of this Lease.**
5. **Subleasing or Assignment**
- 5.1 **Written Approval Required.** Lessee shall not sublease or authorize another person to graze livestock on all or any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the leased land or any part of the leased land or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to the provisions of this Lease, including, but not limited to, the existing written Grazing Management Plan. The sublease will only be approved on an annual basis.
- 5.2 **Additional Rental Due.** In the event the leased land is subleased in accordance with Section 5 for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- 5.3 **Improvements.** Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- 5.4 **Copies to be Filed.** Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the leased land by another person shall be timely filed with Lessor.

6. Leasehold Mortgage.

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

7. Environmental, Safety and Sanitary Requirements

- 7.1 No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the leased land except the customary use associated with machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the land. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the leased premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the leased land including, but not limited to, crops and livestock.
- 7.2 Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, the Idaho Department of Lands for fire protection and prevention. Lessee agrees to keep the land free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- 7.3 Sanitary Requirements. Concerning activities authorized under this lease, Lessee shall at all times keep the land in a clean and sanitary condition, free of trash, garbage and litter so the land is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the leased land only if specifically authorized by Lessor. The Lessee shall not store trash on the leased land nor transport trash, garbage, litter or debris onto the leased land. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- 8. No Warranty of Suitability - Quiet Enjoyment - Public Use**
- 8.1 No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the land or concerning the suitability of the land for the uses intended by Lessee. Lessee acknowledges that it has accepted the land in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- 8.2 Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the land, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the land, or to grant rights to others for use of the land, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.

- 8.3 Public Use. Lessee must allow the general public the right to use the leased land for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

9. **Water Right and Water Use**

- 9.1 Water Rights. No water rights are included in this Lease. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the leased land
- 9.2 Water Use Generally. Lessee shall be entitled to use the water on the leased land, but only for the use allowed in this Lease and only insofar as permitted under Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights in and for the State of Idaho for any of the following:
- A. To drill and use a water well,
 - B. To develop and use any source of water,
 - C. To cause any water to be conveyed off the land,
 - D. To bring water onto the leased land.
- 9.3 Water Systems. If water is supplied to the land by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice to Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure of, damage to, or termination or curtailment of the operation of any water system or source supplying water to the land.
10. **Noxious Weeds**
- 10.1 Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the leased land in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. The cost of control of noxious weeds on the leased land shall be shared by Lessee and Lessor with Lessor's share subject to funds appropriated for that purpose.

11. **Construction of Improvements**

- 11.1 Permit Required. Lessee shall not construct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the leased land without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the leased land including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or approved Grazing Management Plan. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in lease cancellation or cause the Department to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.
- 11.2 Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- 11.3 Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall

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

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

12. No Liens

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

13. Sale Or Reclassification Of Leased Land.

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

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

14. Relationship of the Parties

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

15. Reservations by Lessor

- 15.1 Lessor expressly reserves and excepts the following rights:

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

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

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

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

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

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

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

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

I. To sell timber on the leased land or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the leased land for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

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

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

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

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

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

16. Indemnification

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

17. Payment of Taxes, Assessments or Fees - Lien

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

18. Lessee's Default

18.1 Lessee's Failure to Comply. Lessee's failure to comply with any of the terms of this Lease or the Grazing Management Plan shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, livestock or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.

18.2 Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

19. Surrender of Land

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

20. Cancellation By Mutual Agreement

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

21. Notices

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

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

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

22. Waiver

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

23. Attorneys' Fees and Costs

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

24. Lessee's Compliance with Applicable Laws and Rules

- 24.1 Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing grazing leases and cropland leases, IDAPA 20.03.14.
- 24.2 No Waste or Nuisance. Lessee shall not use the land in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

25. Miscellaneous

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



LAND EXCHANGE ADDENDUM

Duaine Hagen, holder(s) of State Lease G-7008, does/do hereby acknowledge that land described as

Township	Range	Section	Subdivision	County	Acres
1 N	15 E	1	N2SW & E2SE	Camas	160
1 N	15 E	2	NESE	Camas	40
1 N	15 E	12	SENE	Camas	40
1 N	16 E	7	SWNE, E2NW, LOT 1(NWNW), LOT 3(NWSW), & W2SE	Camas	288.47
1 N	16 E	18	NENW	Camas	40

is included in our lease, and is proposed for land exchange.

We agree that the lands above-referenced may be deleted from our lease by the Department of Lands upon thirty (30) days written notice from the Director, Department of Lands, upon the consummation of the proposed land exchange.

Our signature on this document constitutes the necessary agreement to the land exchange in accordance with Section 58-138, Idaho Code.

We understand that we may continue to use the lands described above in accordance with our state lease for the balance of the year in which the lands are deeded, unless otherwise notified, in writing, by the Department of Lands.

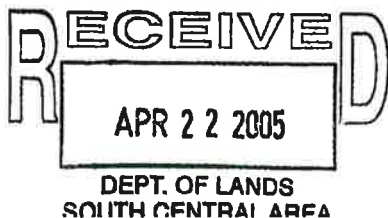
This Land Exchange Addendum, upon the signature of the LESSEE and the approval of the Director, Department of Lands, will become a part of the above referenced state lease and will be binding (as a provision of the lease) upon the LESSEE, his heirs, successors and assigns.

Duaine Hagen
LESSEE 4/18/05
DATE

LESSEE DATE

Shelagh
Witnessed by 4-18-05
DATE

APPROVED Tracy Behrens
For Director, Department of Lands 05-05-05
DATE





STATE OF IDAHO
STATE LAND LEASE

LEASE NO. G-7141

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Willow Creek Ranch (lessee) c/o Dave Coates, Rt 1 Box 1140, Fairfield ID 83330 (Address).

This lease shall commence January 1, 2006 and terminate December 31, 2015.

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

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described, and the special provisions identified, in attachment A at the uses specified herein; grazing 320.00 acres containing 29.00 AUMs, cropland 0.00 acres of dryland at 0.00 per acre, 0.00 acres irrigated land at 0.00 per acre, 0.00 acres of wasteland at 0.00 per acre, 0.00 miscellaneous per annum, or 0.00 premium bid.

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

COUNTERSIGNED:

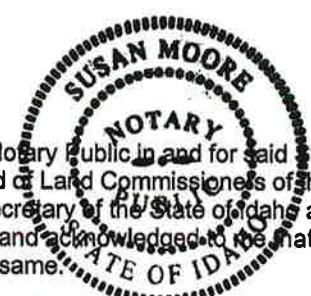
Ben Yursa
Secretary of the State of Idaho
Winston A. Wiggins
Director Department of Lands



STATE BOARD OF LAND COMMISSIONERS OF THE
STATE OF IDAHO
[Signature]
President of the State Board of Land Commissioners
and Governor of the State of Idaho

STATE OF IDAHO)
COUNTY OF Ada)s

On this 25 day of August, in the year 2006, before me, a Notary Public in and for said State, personally appeared James E. Risch, known to me to be the president of the State Board of Land Commissioners of the state of Idaho and the Governor of the state of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho; and Winston A Wiggins, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.



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

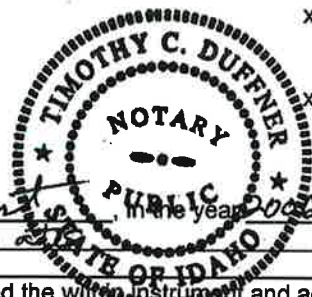
Residing at Dave, Idaho, Commission expires 08.08.2007

Susan Moore
Notary Public for Idaho

*****LESSEE*****

x Dave Coates
(Lessee)

STATE OF Idaho)
COUNTY OF Terome)s



On this 17th day of August, in the year 2006, before me, a Notary Public in and for said State, personally appeared Dave Coates

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

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

Residing at McCole, Commission expires 10/11/07

[Signature]
Notary Public for Idaho

State of Idaho - Department of Lands**LEASE****State Land Lease****G7141****Attachment A**

Special Provisions

See Attachments A-1 and A-2

Description of Property

County	Acres	Subdivision Description	Section	Township	Range	Endowment
Camas	120.00	SENE,E2SE	19 00	01N-16E		PS
Camas	40.00	NENE	30 00	01N-16E		PS
Camas	80.00	N2NW	29 00	01N-16E		PS
Camas	80.00	SWNW,NWSW	20 00	01N-16E		PS
	320.00					

STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-1
SPECIAL PROVISIONS
GRAZING / CROPLAND MANAGEMENT PROVISION

Lease Number: G-7141

Lease Applicant: Willow Creek Ranch

Allotment Name: Willow Creek

Cropland (if applicable):

Crops planted 0.

Crop rotation schedule 0.

Grazing (if applicable):

(Number of Livestock by Class)

cow/calf pairs	<u>50</u>	yearlings	<u> </u>	bulls	<u> </u>
sheep	<u> </u>	horses	<u> </u>	other (specify)	<u> </u>

(Number of AUMs by Class for Billing)

cattle	<u>29</u>
sheep	<u> </u>

Season of Use (specific dates and total number of days): May 15th to June 30th or September 15th to November 1st.

MANAGEMENT PROVISION

The following Management Provision is a summary of the grazing and/or cropland management strategy agreed to by the Lessee and Idaho Department of Lands to address identified resource concerns and management objectives.

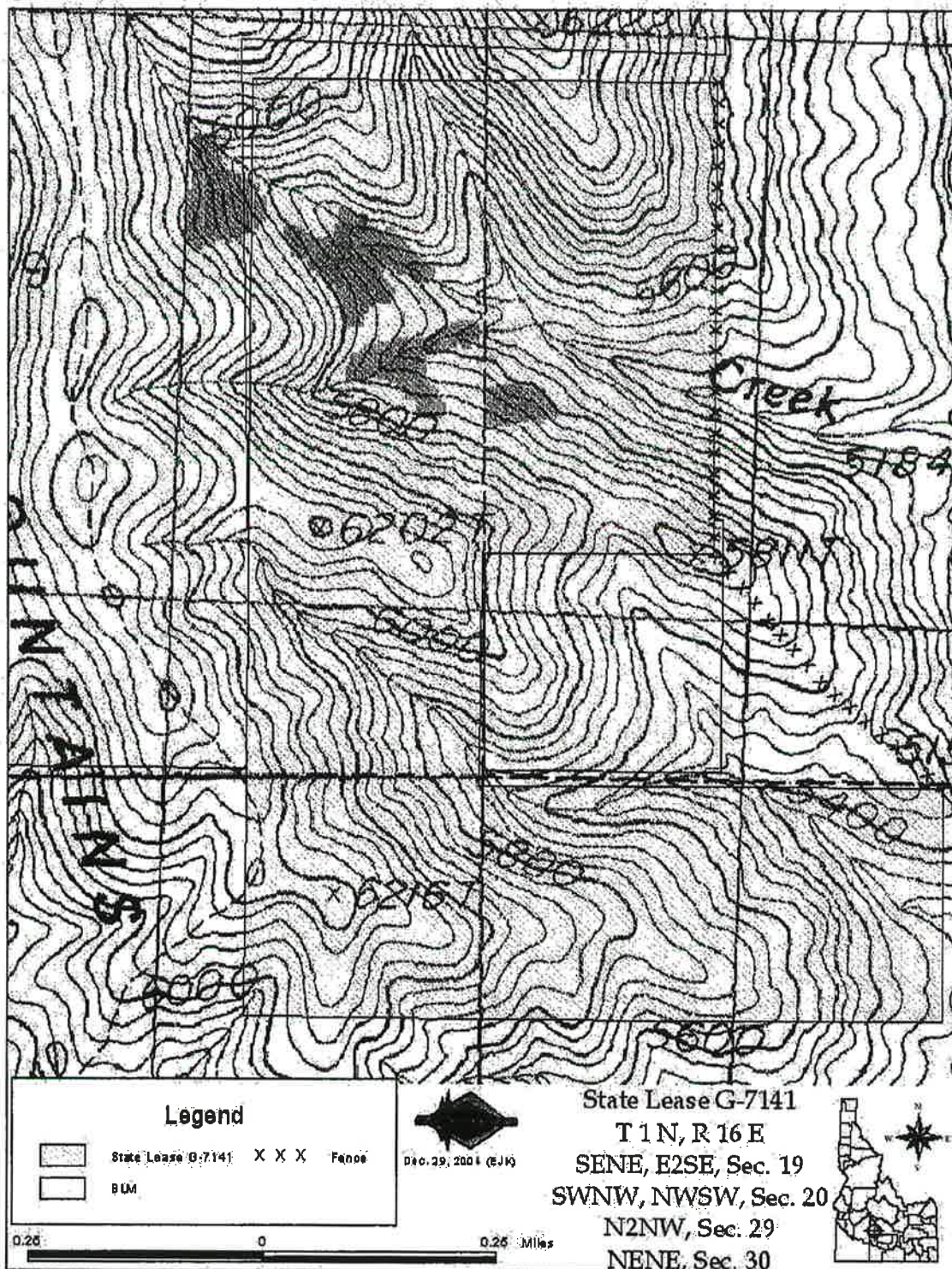
This parcel of state land is grazed in conjunction with private and BLM lands. The fenced pasture will generally be grazed with about 50 cow-calf pairs for one month. The total AUM usage will not exceed 29 AUM's on state land. This pasture is planned to be grazed in the spring or fall in a rest rotation pattern.

All salt and other feed supplements will be scattered at least ¼ mile from roads and water sources.

All weeds will be treated as they are found.

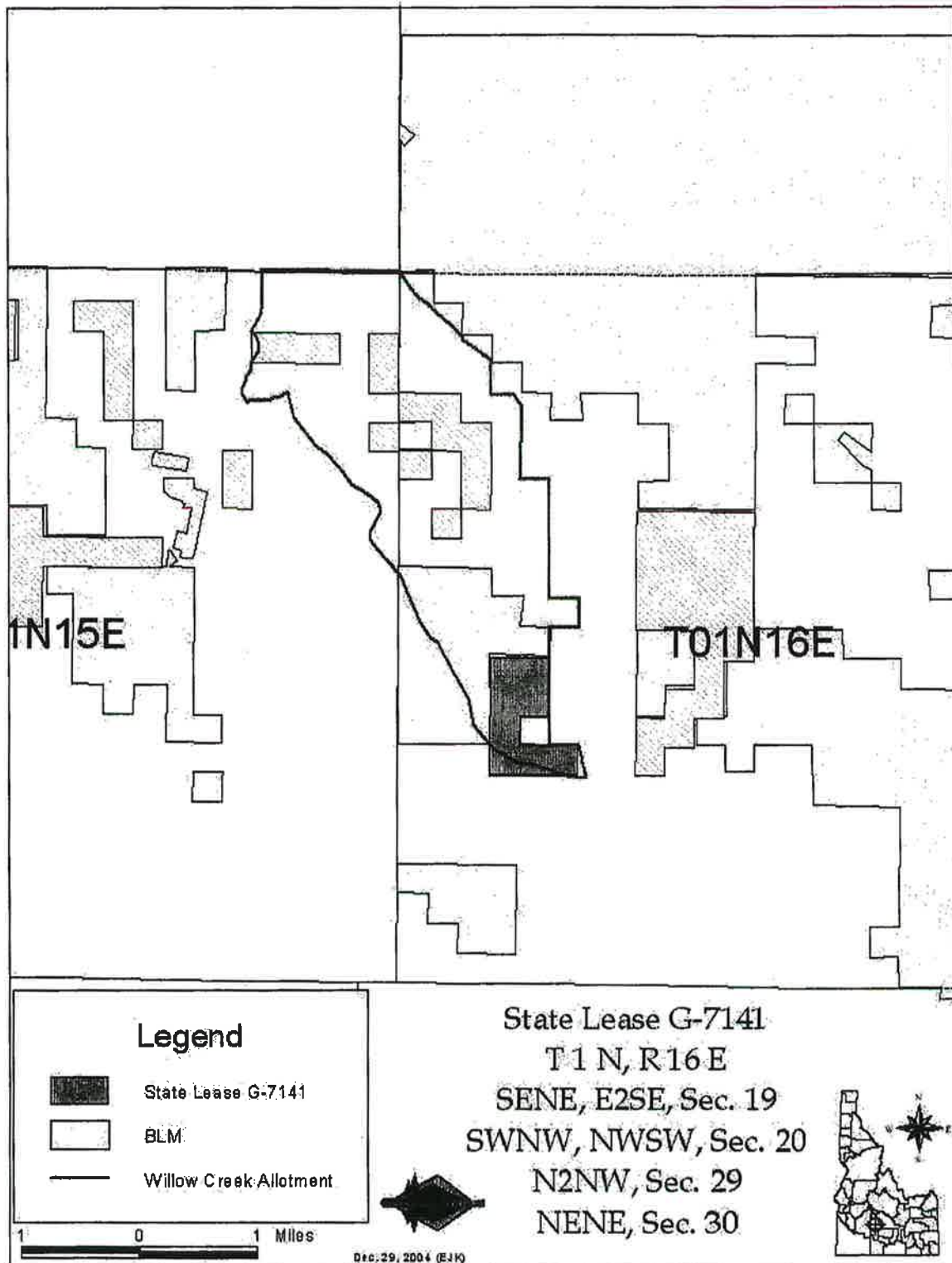
STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-2
MAP #1



STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT A-2
MAP #2



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

1. Use of Land

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

2. Rental Rate and Modification of Rent

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

3. Livestock Carrying Capacity.

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

4. Grazing Management Plan

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

conjunction with federal lands, the Grazing Management Plan prepared for the federal land may be deemed by Lessor, at its discretion, to satisfy the requirements of this section.

- 4.2 **Modification of Plan.** Lessor may review and modify any Grazing Management Plan upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to instituting any management changes, Lessee must submit, in writing, the proposed changes to the Grazing Management Plan to Lessor for approval. No management changes shall occur prior to Lessor's written approval of the amended Grazing Management Plan. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.
- 4.3 **Annual Plan - Incorporation By Reference.** Lessor may require that the Grazing Management Plan be supplemented by Lessee annually through an approved, written Annual Plan, which shall be developed and approved in the same manner as the Grazing Management Plan set forth in paragraphs 4.1 and 4.2 above. The Grazing Management Plan together with any and all subsequently approved amendments thereto and any Annual Plans are hereinafter referred to collectively as the Grazing Management Plan, and shall be incorporated by reference into this Lease.
- 4.4 **Compliance Required.** Lessee shall abide by all provisions of the Grazing Management Plan. If Lessee fails to abide by the Grazing Management Plan, Lessee will be deemed in breach of this Lease and the lease will be subject to cancellation in accordance with Section 18 of this lease.
- 4.5 **Records to be Retained.** Lessee must keep records showing the numbers and class of livestock on the leased land and the dates put on and removed from the leased land, as well as records relating to the construction of improvements. Lessor may require Lessee to produce these records.
- 4.6 **See Attachment A of this Lease for a summary of the Grazing Management Plan in effect as of the date of execution of this Lease.**
5. **Subleasing or Assignment**
- 5.1 **Written Approval Required.** Lessee shall not sublease or authorize another person to graze livestock on all or any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the leased land or any part of the leased land or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to the provisions of this Lease, including, but not limited to, the existing written Grazing Management Plan. The sublease will only be approved on an annual basis.
- 5.2 **Additional Rental Due.** In the event the leased land is subleased in accordance with Section 5 for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- 5.3 **Improvements.** Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- 5.4 **Copies to be Filed.** Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the leased land by another person shall be timely filed with Lessor.

6. Leasehold Mortgage.

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

7. Environmental, Safety and Sanitary Requirements

- 7.1 **No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the leased land except the customary use associated with machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the land. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the leased premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the leased land including, but not limited to, crops and livestock.
- 7.2 **Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, the Idaho Department of Lands for fire protection and prevention. Lessee agrees to keep the land free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- 7.3 **Sanitary Requirements.** Concerning activities authorized under this lease, Lessee shall at all times keep the land in a clean and sanitary condition, free of trash, garbage and litter so the land is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the leased land only if specifically authorized by Lessor. The Lessee shall not store trash on the leased land nor transport trash, garbage, litter or debris onto the leased land. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

8. No Warranty of Suitability - Quiet Enjoyment - Public Use

- 8.1 **No Warranty.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the land or concerning the suitability of the land for the uses intended by Lessee. Lessee acknowledges that it has accepted the land in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- 8.2 **Quiet Enjoyment.** Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the land, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the land, or to grant rights to others for use of the land, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.

- 8.3 Public Use. Lessee must allow the general public the right to use the leased land for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

9. **Water Right and Water Use**

- 9.1 Water Rights. No water rights are included in this Lease. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the leased land
- 9.2 Water Use Generally. Lessee shall be entitled to use the water on the leased land, but only for the use allowed in this Lease and only insofar as permitted under Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights in and for the State of Idaho for any of the following:
- A. To drill and use a water well,
 - B. To develop and use any source of water,
 - C. To cause any water to be conveyed off the land,
 - D. To bring water onto the leased land.
- 9.3 Water Systems. If water is supplied to the land by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice to Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure of, damage to, or termination or curtailment of the operation of any water system or source supplying water to the land.
10. **Noxious Weeds**
- 10.1 Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the leased land in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. The cost of control of noxious weeds on the leased land shall be shared by Lessee and Lessor with Lessor's share subject to funds appropriated for that purpose.

11. **Construction of Improvements**

- 11.1 Permit Required. Lessee shall not construct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the leased land without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the leased land including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or approved Grazing Management Plan. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in lease cancellation or cause the Department to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.
- 11.2 Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- 11.3 Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall

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

- 11.4 **Removing Improvements.** Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.
- 11.5 **Cost of Improvements.** Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.
- 11.6 **Permitted Improvements At Lease Expiration/Termination.** Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the land to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through an appraisal conducted by Lessor. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the lease must be removed within six (6) months of the expiration of the lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.
- 11.7 **Improvements Not Approved.** At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the leased land without a prior permit from Lessor. The full cost of such removal, including the restoration of the leased land, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the leased land without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.
- 11.8 **Lessor's Removal of Improvement.** Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the leased land. Nothing in this Section shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease.
12. **No Liens**
- 12.1 Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the leased land, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the leased land at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the leased land pursuant to this Lease and for any and all persons who perform labor on the land.
13. **Sale Or Reclassification Of Leased Land.**
- 13.1 **Sale.** Lessor may sell all or any portion of the leased land during the term of this Lease. Lessor will notify Lessee that the leased lands are being considered for sale prior to submitting the sale plan to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. In the event of a growing crop, Lessee shall have possession of only the land on which the crops are growing, and shall deliver possession of the land upon harvest of the crop. When creditable improvements or growing crops are present, and Lessee delivers possession of the land, Lessor shall appraise them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements or crops by the purchaser on the day of sale. Lessee shall have the rights provided by paragraph 11.6, and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the leased land by Lessee.

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

14. Relationship of the Parties

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

15. Reservations by Lessor

- 15.1 Lessor expressly reserves and excepts the following rights:

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

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

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

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

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

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

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

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

I. To sell timber on the leased land or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the leased land for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

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

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

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

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

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

16. Indemnification

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

17. Payment of Taxes, Assessments or Fees - Lien

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

18. Lessee's Default

18.1 Lessee's Failure to Comply. Lessee's failure to comply with any of the terms of this Lease or the Grazing Management Plan shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, livestock or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.

18.2 Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

19. Surrender of Land

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

20. Cancellation By Mutual Agreement

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

21. Notices

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

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

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

22. Waiver

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

23. Attorneys' Fees and Costs

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

24. Lessee's Compliance with Applicable Laws and Rules

- 24.1 Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing grazing leases and cropland leases, IDAPA 20.03.14.
- 24.2 No Waste or Nuisance. Lessee shall not use the land in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

25. Miscellaneous

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



LAND EXCHANGE ADDENDUM

G 7141
2005

Willow Creek Ranch, holder(s) of State Lease G-7141, does/do hereby acknowledge that land described as

Township	Range	Section	Subdivision	County	Acres
1 N	16 E	19	SENE, E2SE	Camas	120
1 N	16 E	20	SWNW, NWSW	Camas	80
1 N	16 E	29	N2NW	Camas	80
1 N	16 E	30	NENE	Camas	40

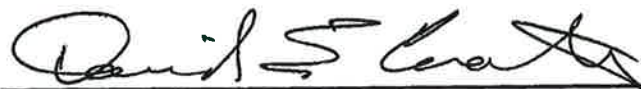
is included in our lease, and is proposed for land exchange.

We agree that the lands above-referenced may be deleted from our lease by the Department of Lands upon thirty (30) days written notice from the Director, Department of Lands, upon the consummation of the proposed land exchange.

Our signature on this document constitutes the necessary agreement to the land exchange in accordance with Section 58-138, Idaho Code.

We understand that we may continue to use the lands described above in accordance with our state lease for the balance of the year in which the lands are deeded, unless otherwise notified, in writing, by the Department of Lands.

This Land Exchange Addendum, upon the signature of the LESSEE and the approval of the Director, Department of Lands, will become a part of the above referenced state lease and will be binding (as a provision of the lease) upon the LESSEE, his heirs, successors and assigns.



LESSEE

4-19-05

DATE

LESSEE

DATE

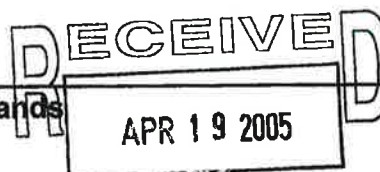

Witnessed by

4-19-05

DATE

APPROVED


Tracy Behrens
Director, Department of Lands



5-9-05

DATE

DEPT. OF LANDS
SOUTH CENTRAL AREA

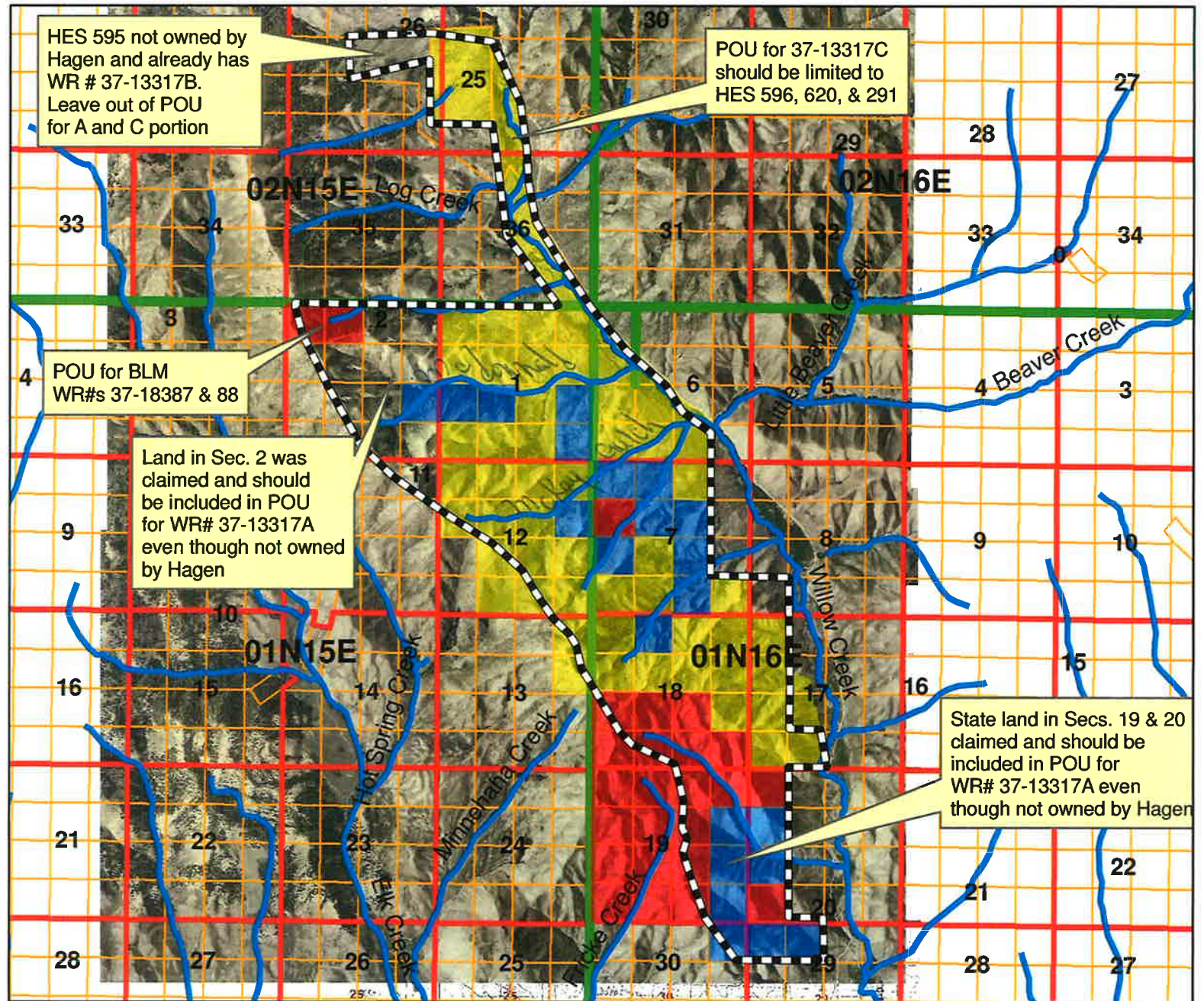
HAGEN PROPERTY

Hagen GIS MAP. Pdf
8-27-2010 e-mail attachment. Pg 1/1



legend

-  Fence_Line
-  Rivers
-  Hagen_Property_Line
-  BLM
-  State_Land
-  gcdb_tr
-  gcdb_sections
-  gcdb_qq



0 1 2 4 Miles

Correction - see...
8-27-2010 email/ATTACHMENT

Pg 1/2 Pg 2 is just
Notary Signature
Blocks.

Correction Deed. This Deed is being executed and recorded to correct legal description of Section 6-Twn 1 North, Range 16 EBM, Camas County, Idaho, as described in Deed 2009-082349, records of Camas County, Idaho

QUIT CLAIM DEED

FOR VALUE RECEIVED

Hagen Properties, LLC, a Wyoming Limited Liability Company, and Ronald A. Hagen and Nina M. Hagen, husband and wife

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

- 1 Hagen Properties, LLC, a Wyoming Limited Liability Company, as to an undivided 69.684%,
- 2 Ronald A. Hagen and Nina M. Hagen, husband and wife (as joint tenants with right of survivorship), as to an undivided 17.488%,
- 4 Mark Norem, as to an undivided 12.828%

GRANTEE

Whose address is: Hagen Properties, LLC
323 Road 4EU
Meeteetse, WY 82433

The following described premises, to-wit:

TOWNSHIP 1 NORTH, Range 16, EBM, Camas County, Idaho

Section 6: Lots 1, 2, 3, and 4; SE1/4NW1/4; E1/2SW1/4; W1/2SE1/4, except that portion of NW1/4SE1/4, SE1/4NW1/4, NW1/4NW1/4 lying North and East of the Willow Creek Road

Section 6: That portion of NW1/4SE1/4, SE1/4NW1/4, NW1/4NW1/4 lying North and East of the Willow Creek Road as now constructed.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY SHOWN ON EXHIBIT "A"

Together with their appurtenances.

Dated: August _____, 2010

Hagen Properties, LLC, a Wyoming Limited Liability Company

Ronald A. Hagen

Managing Member

Nina M. Hagen

WILLOW CREEK RANCH
Legal Description

Township 1 North, Range 15 East, Boise Meridian, Camas County, Idaho

Section 1: Lots 1, 2, 3, and 4; S $\frac{1}{2}$ N $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$
Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 1 North, Range 16 East, Boise Meridian, Camas County, Idaho

Section 7: Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 8: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 17: W $\frac{1}{2}$ W $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; and a parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows: All of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Southerly and Westerly of the following described line:
Commencing at the S $\frac{1}{4}$ corner of Section 17;
Thence North 4°08'02" West 1330.70 feet to the Point of Beginning;
Thence North 10°52'42" West 848.31 feet;
Thence North 34°46'10" West 129.17 feet;
Thence North 3°22'48" West 794.95 feet;
Thence North 70°18'36" West 851.62 feet to the Point of Terminus
Section 18: Lots 1 and 2; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ and a parcel of land located in Section 17 more particularly described as follows:
Beginning at the S $\frac{1}{4}$ corner of Section 17;
Thence North 2°35'27" East 775.10 feet;
Thence South 72°31'17" East 294.81 feet;
Thence South 19°29'12" West 731.52 feet;
Thence North 86°56'18" West 72.31 feet to the Point of Beginning.

Township 2 North, Range 15 East, Boise Meridian, Camas County, Idaho

H.E. Survey No. 620 embracing a portion of approximately Sections 25 and 36, more particularly bounded and described as follows:

Beginning at corner No. 1, from which the east corner to said Sections 25 and 36 bears
North 64°18' East, 40.36 chains distance, thence;
North 35°8' West 14.17 chains to corner No. 2, thence;
South 23°1' West 12.73 chains to corner No. 3, thence;
North 08°54' West, 33.05 chains to corner No. 4, thence;
North 00°29' West 46.07 chains to corner No. 5, thence;
South 25°1' East, 43.39 chains to corner No. 6, thence;
South 00°29' East, 39.40 chains to corner No. 2, the place of Beginning.

WILLOW CREEK RANCH
Legal Description Continued

Township 2 North, Range 15 East, Boise Meridian, Camas County, Idaho

H.E. Survey No. 596 embracing a portion of approximately Sections 25 and 26, more particularly bounded and described as follows:

Beginning at corner No. 1 from which the Southeast corner of said Section 25 bears

South 74°37' East, 56.64 chains distance, thence;
North 89°39' West, 31.85 chains to corner No. 2; thence
North 00°25' West, 49.43 chains to corner No. 3; thence
North 87°12' East 31.85 chains to corner No. 4; thence
South 00°29' East, 51.07 chains to corner No. 1, the place of Beginning.

Township 2 North, Range 15 East, Boise Meridian, Camas County, Idaho

H.E. Survey No. 291, embracing a portion of approximately Section 36, more particularly bounded and described as follows:

Beginning at corner No. 1 identical with the SE corner of said Section 36; thence

North 89°29' West, 17.88 chains to corner No. 2; thence
North 38°10' West, 44.35 chains to corner No. 3; thence
North 08°40' West, 27.65 chains to corner No. 4; thence
North 23°01' East, 12.73 chains to corner No. 5; thence
South 35°08' East, 14.17 chains to corner No. 6; thence
South 19°59' East, 16.83 chains to corner No. 7; thence
South 33°10' East, 55.83 chains to corner No. 1, the place of Beginning.

NOTE: *Legal Description to be verified by Title Company*

Claim map.pdf
3-27-2010 e-mail attachment

B9/1

071 H SW
DE MTN. 1:24 000)

'88 40' R 15 E.

'90

'91

'92

'93

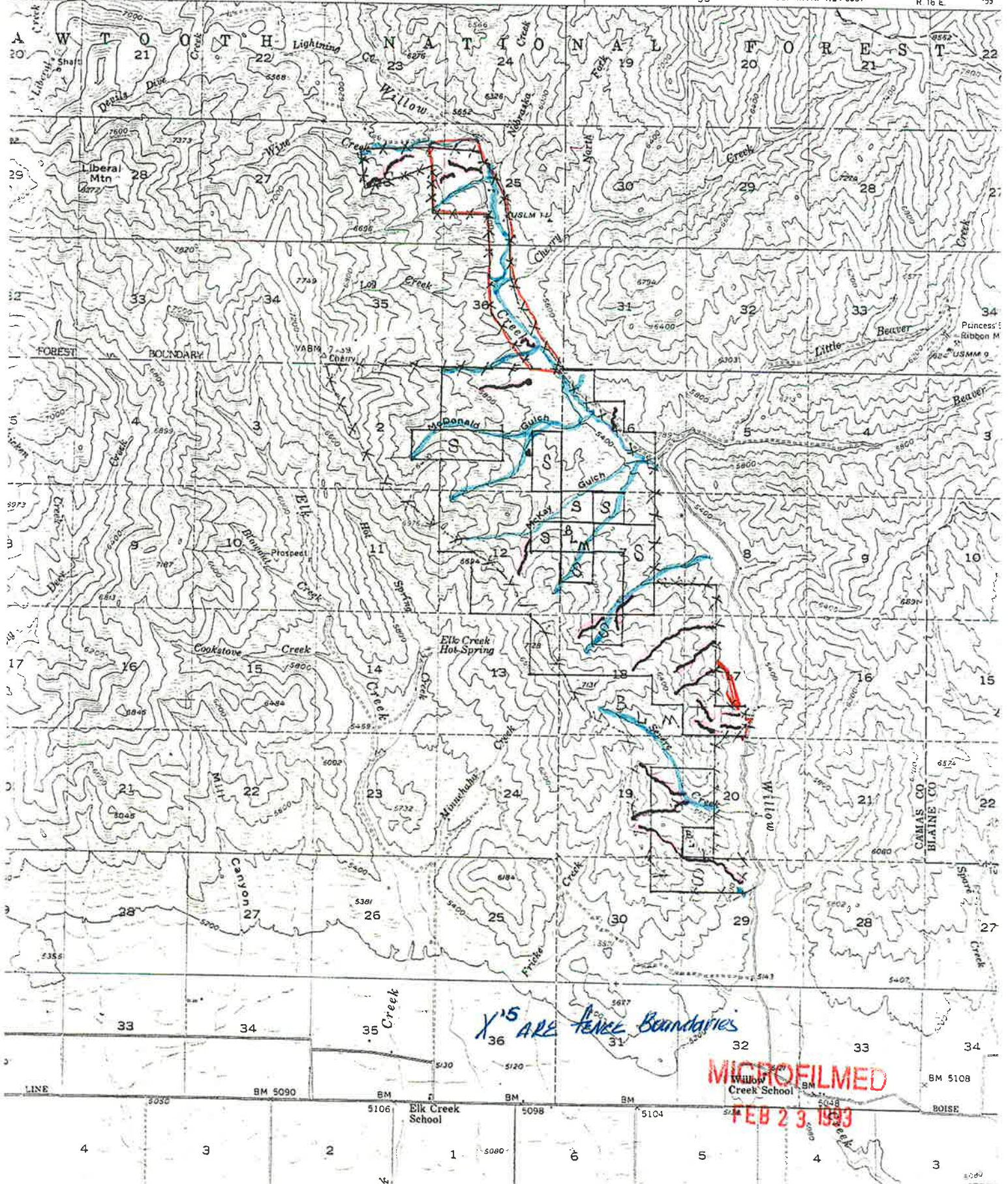
'94

'95 35'

3071 H SE
(BUTTERCUP MTN. 1:24 000)

R 16 E. '99

15 MI

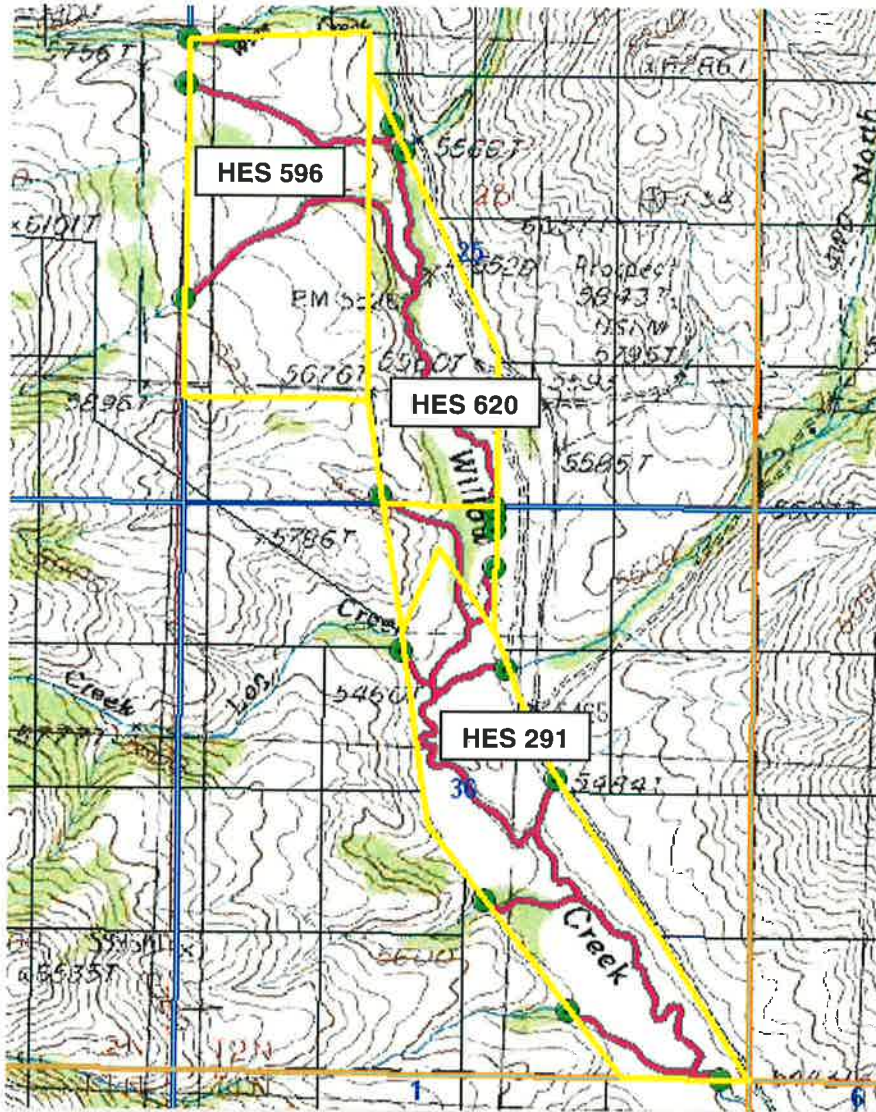


37-13317 A and C shapes Hagen.doc
8-27-2010 e-mail attachment

Pg 1 of 1

37-13317C Hagen

Recommendation to be based upon the following shapes and PODs



Christensen, Kelly

From: Christensen, Kelly
Sent: Wednesday, January 06, 2010 8:50 AM
To: Bromley, Chris; f1price@blm.gov; david.negri@usdoj.gov; 'rharris@holdenlegal.com'; 'Steven M Spencer'
Cc: Kelly, Vicki
Subject: FW: Hagen 37-13317C
Attachments: 37-13317C HAGEN V-2 Rec Sf-5.doc; ATT188786.gif; ATT188787.gif; 37-13317A ownership re initial recom.doc; 37-13317C shape Hagen.doc

In reviewing my task list I noted that this claim and 37-13317A have not been resolved yet. Assuming nothing has changed I believe that the attached settlement document should still be correct. Please review the documents and let the department know if it is satisfactory. I have attached the potential recommendation and an overview of the POU in a second document. The next settlement conference for the two claims is set for March 3, 2010 at 1:30 p.m.

Regarding 37-13317A, the question of ownership still exists. I have attached a map showing ownership as I understood them to be as of 4-28-2009. We still need to confirm which ground is owned by Hagen so that the correct POU can be recognized. Please identify the stream reaches that should be included on the recommendation and some supporting documentation.

Once I know that everybody is on the same page, it shouldn't take long to start routing an SF-5.

Thank you,

Kelly K Christensen
Sr Water Resource Agt
Boise, Western Region
(208)-334-2190

From: Christensen, Kelly
Sent: Thursday, April 02, 2009 12:10 PM
To: Bromley, Chris; 'rharris@holdenlegal.com'; 'fredric_price@blm.gov'; 'David.Negri@usdoj.gov'
Cc: Kelly, Vicki
Subject: RE: Hagen 37-13317C

Attached is an updated recommendation, hopefully correct. If you are in agreement with this let (Vicki) know and she can complete the SF-5 documents for routing. If I missed something let me know.

kkc

From: Bromley, Chris
Sent: Wednesday, April 01, 2009 1:28 PM
To: Christensen, Kelly; Kelly, Vicki
Subject: FW: Hagen 37-13317C

Kelly,

Can you also look at this and let me know.

Thanks,

Chris

From: Steven M Spencer [mailto:sspencer@fs.fed.us]

Sent: Wednesday, April 01, 2009 1:04 PM

To: rharris@holdenlegal.com; Bromley, Chris; sherman_beazer; fredric_price@blm.gov; David.Negri@usdoj.gov

Subject: Hagen 37-13317C



What?



"C".

I must be getting old(er). I've confused some of the particulars between 37-13317 "A" and

37-13317A is the complicated one with lots of intermingled federal land in the stockwater instream reaches. It also has the incorrect township uses that are 6 miles north on NFS land, that when corrected will put all the uses off the forest and into the BLM/private mixed ownership arena. It looks like BLM has a good handle on this situation.

The hard copy of the Directors Report we got for 37-13317C had no quarter-quarters in the multiple POD's and POU's also for instream stockwater. These appear to be intended to be on the private land in HES 291, 596 and 620. Rob, I need to take another look at this water right description to make sure I've captured the appropriate stream reaches. Do you by any chance have a map of the stream reaches Hagen's intended to claim that you could share with me?

That is all for now.

Steve Spencer

Water Use Specialist

USDA Forest Service

1805 Highway 16, Room 5

Emmett, ID 83617

(208) 365-7055

(208) 365-7037 FAX

e-mail: sspencer@fs.fed.us

04/02/2009

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

DUAINE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SOURCE: CHERRY CREEK
LOG CREEK
NEBRASKA CREEK
UNNAMED STREAM
WILLOW CREEK
WINE CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	1/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T02N R15E S25	NWNW	T02N R15E S25	SWNW
T02N R15E S25	SESW	T02N R15E S25	SESW
T02N R15E S25	NWSW	T02N R15E S25	SESW
T02N R15E S25	SWSE	T02N R15E S36	NWNE
T02N R15E S36	SWNE	T02N R15E S36	NENW
T02N R15E S36	SESW	T02N R15E S36	NESE
T02N R15E S36	NWSE	T02N R15E S36	SWSE
T02N R15E S36	SESE		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Christensen, Kelly

From: Bromley, Chris
Sent: Wednesday, April 01, 2009 1:28 PM
To: Christensen, Kelly; Kelly, Vicki
Subject: FW: Hagen 37-13317C
Follow Up Flag: Follow up
Flag Status: Red

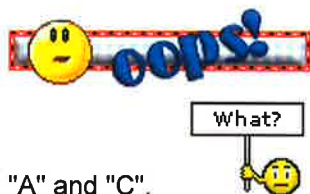
Kelly,

Can you also look at this and let me know.

Thanks,

Chris

From: Steven M Spencer [mailto:sspencer@fs.fed.us]
Sent: Wednesday, April 01, 2009 1:04 PM
To: rharris@holdenlegal.com; Bromley, Chris; sherman_beazer; fredric_price@blm.gov; David.Negri@usdoj.gov
Subject: Hagen 37-13317C



I must be getting old(er). I've confused some of the particulars between 37-13317

"A" and "C".

37-13317A is the complicated one with lots of intermingled federal land in the stockwater instream reaches. It also has the incorrect township uses that are 6 miles north on NFS land, that when corrected will put all the uses off the forest and into the BLM/private mixed ownership arena. It looks like BLM has a good handle on this situation.

The hard copy of the Directors Report we got for 37-13317C had no quarter-quarters in the multiple POD's and POU's also for instream stockwater. These appear to be intended to be on the private land in HES 291, 596 and 620. Rob, I need to take another look at this water right description to make sure I've captured the appropriate stream reaches. Do you by any chance have a map of the stream reaches Hagen's intended to claim that you could share with me?

That is all for now.

Steve Spencer
 Water Use Specialist (208) 365-7055
 USDA Forest Service (208) 365-7037 FAX
 1805 Highway 16, Room 5 e-mail: sspencer@fs.fed.us
 Emmett, ID 83617

4/7/2009

04/02/2009

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

DUAINE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SOURCE:	CHERRY CREEK	TRIBUTARY: WILLOW CREEK
	LOG CREEK	TRIBUTARY: WILLOW CREEK
	NEBRASKA CREEK	TRIBUTARY: WILLOW CREEK
	UNNAMED STREAM	TRIBUTARY: WILLOW CREEK
	WILLOW CREEK	TRIBUTARY: CAMAS CREEK
	WINE CREEK	TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
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T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T02N R15E S25	<u>NWNW</u>	T02N R15E S25	<u>SWNW</u>
T02N R15E S25	<u>SENW</u>	T02N R15E S25	<u>NESW</u>
T02N R15E S25	<u>NWSW</u>	T02N R15E S25	<u>SESW</u>
T02N R15E S25	<u>SWSE</u>	T02N R15E S36	<u>NWNE</u>
T02N R15E S36	<u>SWNE</u>	T02N R15E S36	<u>NENW</u>

T02N R15E S36	SENW	T02N R15E S36	NESE
T02N R15E S36	NWSE	T02N R15E S36	SWSE
T02N R15E S36	SESE		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

RECEIVED
MAY 24 2007
DEPARTMENT OF
WATER RESOURCES

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

In Re SRBA

Case No. 39576

A. Subcase: _37-13317C
STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America, Acting through the USDA Forest Service

Address: 550 West Fort Street
MSC 033
Boise, Idaho 83724

Daytime Phone: (208) 331-5944

Name and Address of Attorney, if any:

David L. Negri
550 West Fort Street
MSC 033
Boise, Idaho 83724

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

Name: Sheila Hagen

Address: Duaine Hagen
323 Road 4EU
Meeteetse, WY 82433

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

1. ☐ **Name and Address**
Should be:
2. ☐ **Source**
Should be:
3. ☐ **Quantity**
Should be:
4. ☐ **Priority Date**
Should be:
5. ☐ **Point(s) of Diversion**
Should be:
6. ☒ **Instream Flow Description**
Should be: See E below.
7. ☐ **Purpose(s) of Use**
Should be:
8. ☐ **Period of Year**
Should be:
9. ☒ **Places of Use**
Should be: See E below.

11. I object because:

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

E. **REASONS SUPPORTING OBJECTION(S):**

The legal descriptions of the instream flows and places of use have no quarter-quarters. Sections 25 and 36, T2N, R15E are mixed federal and private ownership with the private land all parts of homestead entry surveys and a mineral survey. The federal land is all Government Survey Lots and the customary aliquot part quarter-quarters. The legal descriptions of the instream flows and places of use need to be specific to the correct homestead entry surveys as quarter-quarter descriptions are added.

F. VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

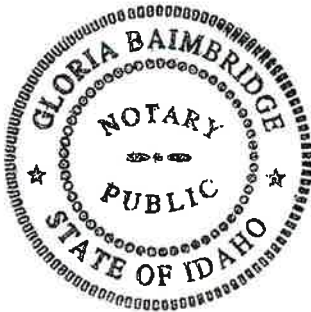
Steven M. Spencer , duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Steven M. Spencer
(Signature of person filing objections)

Dan Mc
(Attorney signing in representative capacity)

Subscribed and sworn before me on: MAY 22 2007



Gloria Baimbridge
Gloria Baimbridge

Notary Public for: Idaho
Residing at: Boise, Idaho
Commission Expires: 10/17/2007

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on MAY 22 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

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

Name: Sheila Hagen
Address: Duaine Hagen
323 Road 4EU
Meeteetse, WY 82433

3. Copies to:

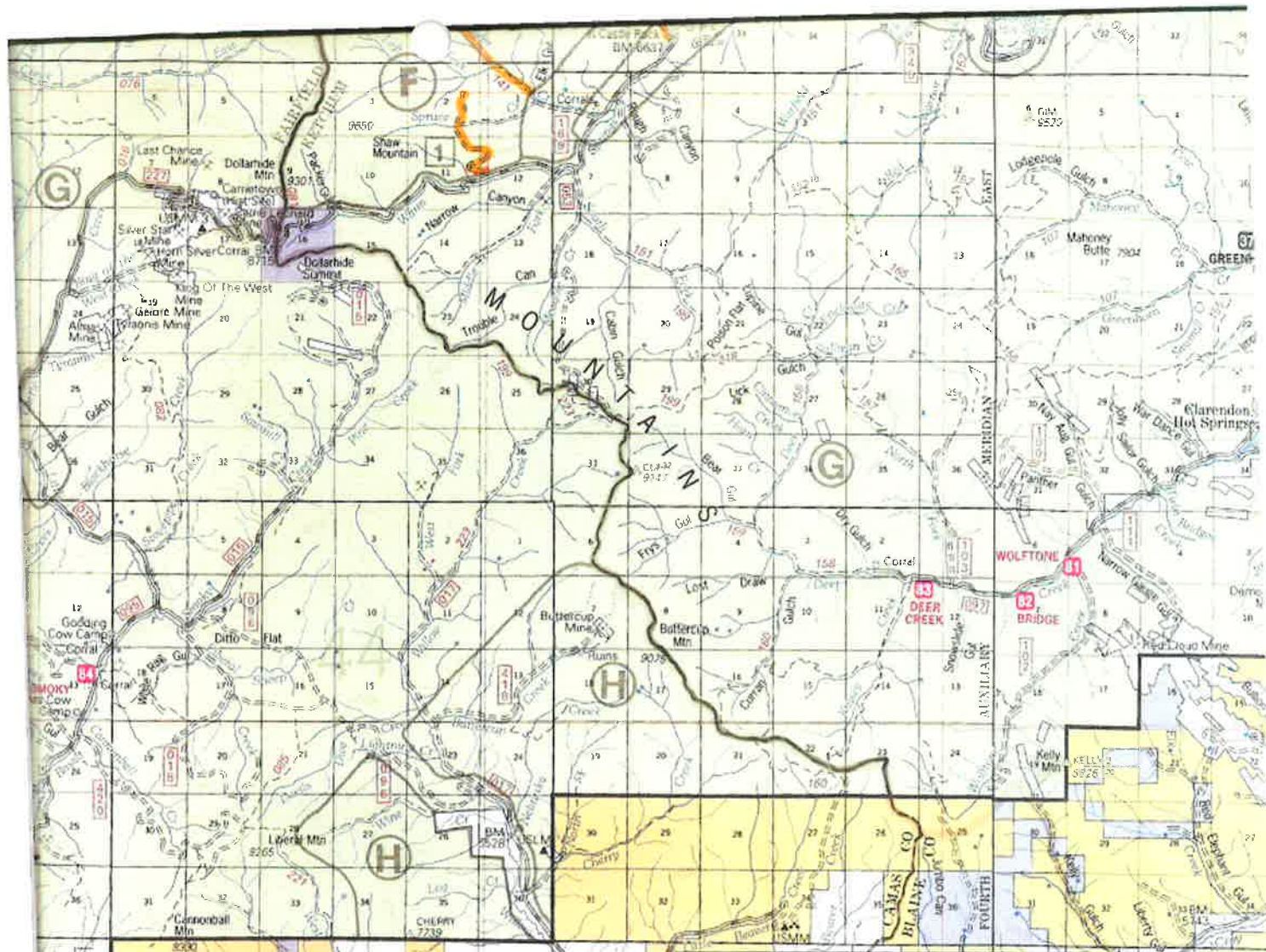
IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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



Signature of Objector or attorney
mailing on Objector's behalf



R. 16 E.

R. 17 E.

114°30'00"

9

H

T. 1 N.

43°
22'
30"

10

T. 1 S.

- National Forest Boundary
- Adjacent National Forest Boundary
- Administrative Forest Boundary
- Ranger District Boundary
- County Boundary
- Special Area Boundary
- Wilderness Boundary
- Forest Headquarters
- Ranger District Office
- Other Forest Service Facility
- Permanent Lookout Station
- Horizontal Control Station
- U.S. Mineral or Location Monument
- Located or Landmark Object

1



- ~~9. Sec 36 NWN 1/4 Willow~~

2 " " " " E wine

2. " " SW NW BUNK.

SW B UNK

4. NW - SW - SE
SE All Basin

5. "SENW SWH
SENW BWH

SE NW B

11. ~~12.5~~ 12.5

1. SE SW - 4M

8 Sec 36 NW NE E wi

α μ n k n B w_i

7.11.11

10. "NWNE B. Window

~~SH~~^{SE} NW B Log Cr

11. ~~SW~~ **ENE B Cherry**

12 ~~sl~~ NE B UNK.

13. SWINE AND POULTRY ADVICE BANK

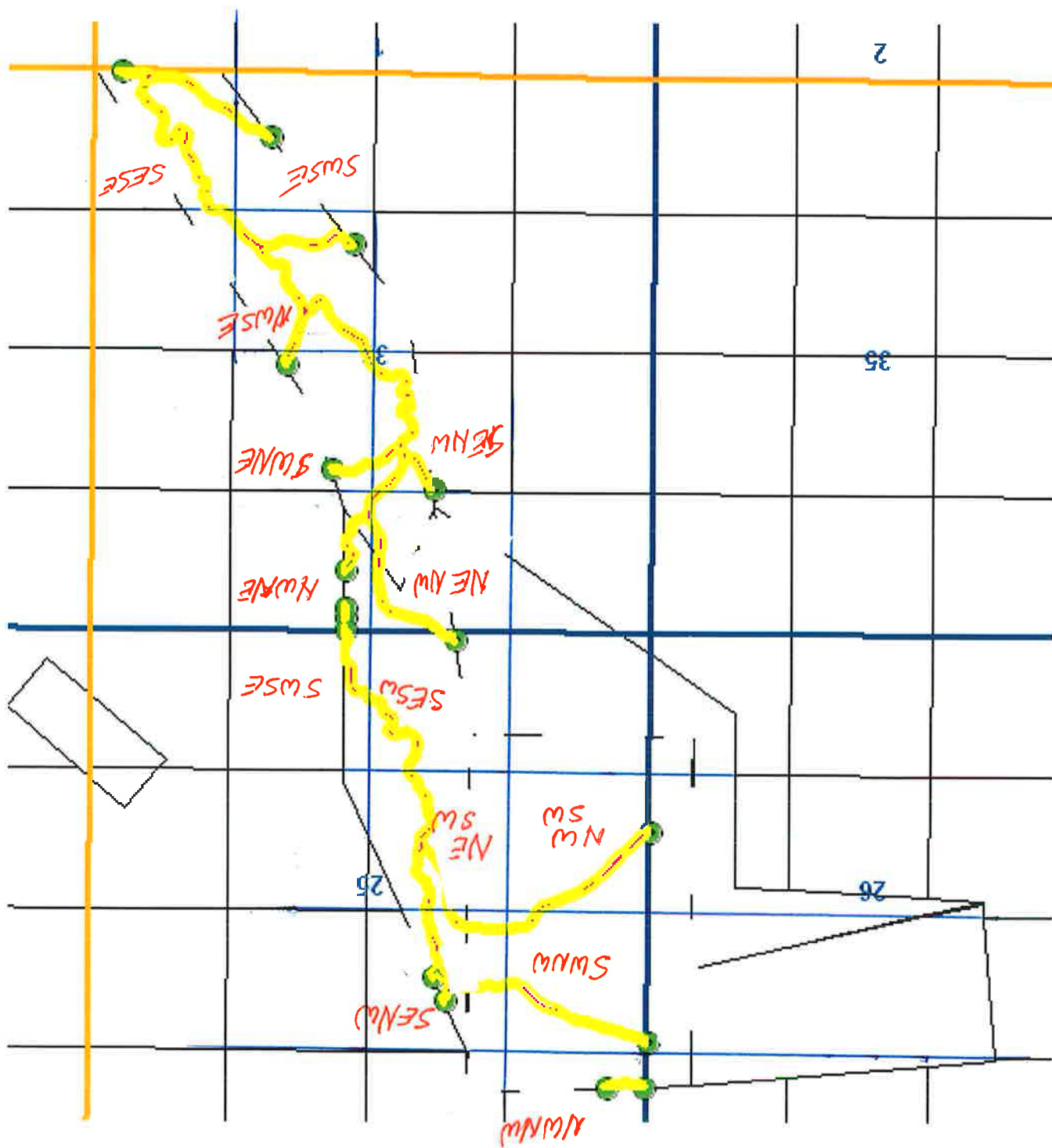
14 NWSE 6

19 Sube Bunk

15 SWISS
BEEF willo

16 SESE L with

17 RIVNE B WILLO



02N	15E	25	3	CAMAS	750689	UNNAMED STREAM	Beginning of Str...
02N	15E	25	4	CAMAS	750679	UNNAMED STREAM	Beginning of Str...
02N	15E	25	7	CAMAS	750680	UNNAMED STREAM	Beginning of Str...
02N	15E	25	5	CAMAS	750681	WILLOW CREEK	Beginning of Str...
02N	15E	25	6	CAMAS	750682	NEBRASKA CREEK	Beginning of Str...
02N	15E	25	2	CAMAS	750694	WINE CREEK	Ending of Strea...
02N	15E	25	1	CAMAS	750695	WINE CREEK	Beginning of Str...
02N	15E	36	8	CAMAS	750693	WILLOW CREEK	Beginning of Str...
02N	15E	36	11	CAMAS	750683	LOG CREEK	Beginning of Str...
02N	15E	36	12	CAMAS	750684	CHERRY CREEK	Beginning of Str...
02N	15E	36	13	CAMAS	750685	UNNAMED STREAM	Beginning of Str...
02N	15E	36	14	CAMAS	750686	UNNAMED STREAM	Beginning of Str...
02N	15E	36	15	CAMAS	750687	UNNAMED STREAM	Beginning of Str...
02N	15E	36	16	CAMAS	750688	WILLOW CREEK	Ending of Strea...
02N	15E	36	17	CAMAS	750690	WILLOW CREEK	Ending of Strea...
02N	15E	36	10	CAMAS	750691	WILLOW CREEK	Ending of Strea...
02N	15E	36	9	CAMAS	750692	WILLOW CREEK	Beginning of Str...

Page 2

04/02/2009

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-13317C V1

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	15E	25																	
02N	15E	36																	

Conditions of Approval:

1. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.
2. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.

Christensen, Kelly

From: Christensen, Kelly
Sent: Tuesday, April 28, 2009 8:35 AM
To: 'Fredric_Price@blm.gov'; 'rharris@holdenlegal.com'; Bromley, Chris
Cc: Kelly, Vicki
Subject: RE: 37-13317A; Hagen

Attachments: 37-13317A ownership re initial recom.doc



37-13317A
ownership re initial..

Until the Place of Use is finalized I am unable to complete a revised recommendation for this right. I reviewed the information submitted by Fred (Apr 2, 2009 e-mail) and have some questions. The biggest issue is Sec 2. I show the ownership for that ground as Michael Jensen. If so, then that ground should be excluded. Another location that would considerably change the recommendation structure is Sec 1 NWSE. Currently that tract is excluded but I show that as owned by Hagen. If this is correct then that will affect several points of diversion.

Rather than going through the entire POU please review the attached ownership document and make comments regarding the accuracy of the ownership as identified. Once the POU is finalized I can then work through the each stream segment and finalize a recommendation.

Kelly

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

From: Fredric_Price@blm.gov [mailto:Fredric_Price@blm.gov]
Sent: Thursday, April 02, 2009 10:35 AM
To: Christensen, Kelly
Subject: Fw: 37-13317A; Hagen

Kelly,

Have you seen this? We made a stab drafting a new description, but we took a minimal approach and did not make beginning and ending pairs for everything, some endings have multiple beginnings. I think Rob Harris is also getting his client's deeds to see if any of the private POUs not included along the stream segments are owned by his client or not.

Fred

----- Forwarded by Fredric Price/IDSO/ID/BLM/DOI on 04/02/2009 10:26 AM -----

Fredric
Price/ISO/ID/BLM/
DOI
Sent by: Fredric
Price

chris.bromley@idwr.idaho.gov
vicki.kelly@idwr.idaho.gov

To
cc

04/01/2009 12:04
PM

Fw: 37-13317A; Hagen

Subject

Chris,

Attached is an SF-5 and map that we've circulated to Rob Harris by he hasn't reviewed yet to see if he would agree.

Fred

----- Forwarded by Fredric Price/IDSO/ID/BLM/DOI on 04/01/2009 11:34 AM

Sherman
Beazer/ISO/ID/BLM
/DOI

03/31/2009 04:24
PM

rharris@holdenlegal.com

To

cc

Fredric Price/ISO/ID/BLM/DOI@BLM,
David.Negri@usdoj.gov,
Gloria.Baimbridge@usdoj.gov,
sspencer@fs.fed.us

Subject

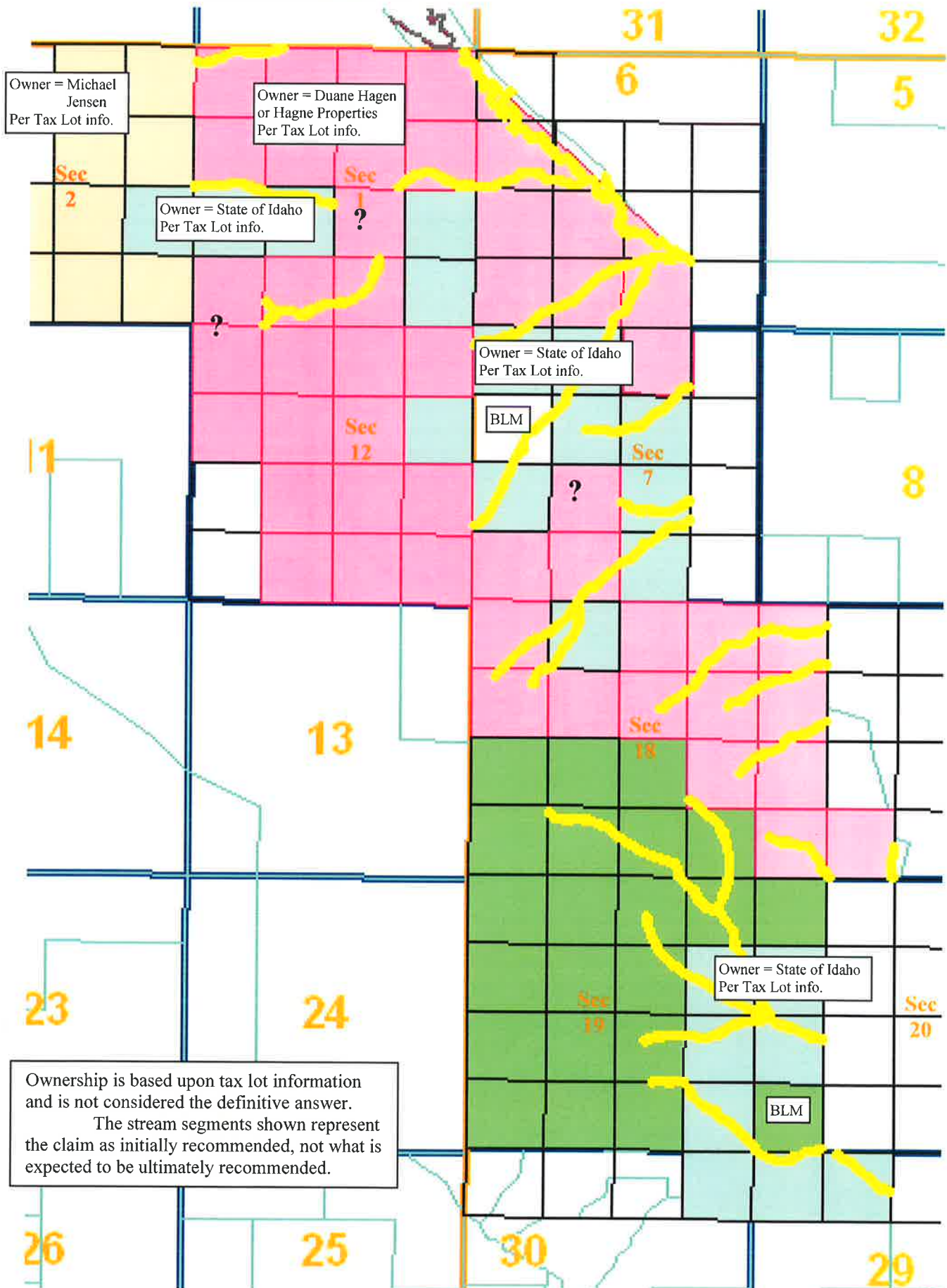
37-13317A; Hagen

I worked up an SF-5 based on the typographical error in township (POUs in T02N R15E should be T01N R15E). I did make two changes. Places of use T01N R15E S12 NWSE & SWSE appear to be a typo as the stream segments are actually in the QQs to the East in NESE & SESE. I had to adjust Beginning and Ending Points of Diversion to make the additional stream segments that are in T01N R15E Section 2 & 12 flow properly with the rest of the stream segments and claimed places of use. There may be other things that could be improved but we don't know what land is owned by Hagen. In addition, we can't identify the source "Unnamed stream" tributary to "Buttercup Creek".

(See attached file: SF-5 Map.pdf) (See attached file:
37-13317A_SF-5-Amend_v1.pdf)

Thanks,
Scott Beazer
Water Rights Specialist
Phone: (208) 373-4022
Fax: (208) 373-3839

37-13317A initial recommended POU



Ownership is based upon tax lot information and is not considered the definitive answer.

The stream segments shown represent the claim as initially recommended, not what is expected to be ultimately recommended.

**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 No. 37-13317A

STANDARD FORM 5

AMENDED CLAIM

FOR DOMESTIC & STOCKWATER RIGHTS

This form is used to report the stipulated elements of one domestic and/or stockwater right acquired under state law and/or one federal reserved water right and to amend the Notice of Claim. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described in the attached Amended Claim. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANTS:

Duane Hagen
Sheila Hagen

OBJECTORS:

United States on behalf of the
U.S.D.I., Bureau of Land Management, and
U.S.D.A., Forest Service

Robert L. Harris Date
Attorney for Claimants
Holden, Kidwell, Hahn & Crapo, PLLC

David L. Negri Date
Attorney, U.S. Department of Justice
Environment and Natural Resources Div.

IDWR CONCURRENCE:

Doug Jones Date
Technical Engineer 1

IDWR CONCURRENCE:

Christopher M. Bromley Date
Deputy Attorney General
Attorney for IDWR

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

RIGHT NUMBER: 37-13317A

NAME AND ADDRESS: DUAINIE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

SOURCE:	MC DONALD GULCH CREEK	TRIBUTARY:	WILLOW CREEK
	MCKAY GULCH CREEK	TRIBUTARY:	WILLOW CREEK
	SEVERE CREEK	TRIBUTARY:	WILLOW CREEK
	~~UNNAMED STREAM~~	TRIBUTARY:	~~BUTTERCUP CREEK~~
	UNNAMED STREAM	TRIBUTARY:	MCDONALD GULCH CREEK
	UNNAMED STREAM	TRIBUTARY:	MCKAY GULCH CREEK
	UNNAMED STREAM	TRIBUTARY:	SEVERE CREEK
	UNNAMED STREAM	TRIBUTARY:	WILLOW CREEK
	WILLOW CREEK	TRIBUTARY:	CAMAS CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed
13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

			Within CAMAS County	
T01N R15E S1	Lot 1 (NENENE)	Begin of Stream Flow		
T01N R15E S1	SESWNE ✓a	Begin of Stream Flow		
T01N R15E S1	Lot 3 (NWNENW)	End of Stream Flow		
~~T01N R15E S1~~	~~Lot 4 (NWNENW)~~	~~Begin of Stream Flow~~		
T01N R15E S1	NENESW	End of Stream Flow		
~~T01N R15E S1~~	~~NWNWSW~~	~~Begin of Stream Flow~~		
~~T01N R15E S1~~	~~SWSESW~~	~~Begin of Stream Flow~~		
T01N R15E S1	SWSESW	Begin of Stream Flow		
T01N R15E S1	NESWSE	End of Stream Flow		
<u>T01N R15E S2</u>	<u>Lot 1 (NWNENE)</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S2</u>	<u>SWNESE</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S2</u>	<u>NENWSE</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S2</u>	<u>SESWSE</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S2</u>	<u>NESWSE</u>	<u>End of Stream Flow</u>		
<u>T01N R15E S12</u>	<u>SWNENE</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S12</u>	<u>NWSWNE</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S12</u>	<u>NESWNE</u>	<u>End of Stream Flow</u>		
<u>T01N R15E S12</u>	<u>NWNENW</u>	<u>Begin of Stream Flow</u>		
<u>T01N R15E S12</u>	<u>SWSESE</u>	<u>Begin of Stream Flow</u>		

T01N R16E S6	Lot 1 (SWNWNW)	Begin of Stream Flow
T01N R16E S6	SESENE	Begin of Stream Flow
~~T01N R16E S6~~	~~SENWSE~~	~~Begin of Stream Flow~~
~~T01N R16E S6~~	~~SENWSE~~	~~Begin of Stream Flow~~
T01N R16E S6	SENWSE	End of Stream Flow
T01N R16E S6	SENWSE	End of Stream Flow
T01N R16E S6	NESWSE	End of Stream Flow
T01N R16E S7	SENWNE	End of Stream Flow
~~T01N R16E S7~~	~~Lot 1 (NWNWNW)~~	~~Begin of Stream Flow~~
T01N R16E S7	SWSENE	Begin of Stream Flow
~~T01N R16E S7~~	~~NWSENE~~	~~Begin of Stream Flow~~
~~T01N R16E S7~~	~~Lot 3 (SWNWSW)~~	~~Begin of Stream Flow~~
~~T01N R16E S7~~	~~Lot 3 (NWNWSW)~~	~~End of Stream Flow~~
T01N R16E S7	SWNWSW	Begin of Stream Flow
T01N R16E S7	SENWSE	End of Stream Flow
T01N R16E S7	SENWSE	End of Stream Flow
T01N R16E S17	NENWNW	End of Stream Flow
T01N R16E S17	SENWNW	End of Stream Flow
T01N R16E S17	SESWNW	End of Stream Flow
T01N R16E S17	NWSWSW	Begin of Stream Flow
T01N R16E S17	SWSESW	End of Stream Flow
T01N R16E S17	SESESW	Begin of Stream Flow
T01N R16E S17	SESESW	End of Stream Flow
T01N R16E S18	SESWNE	Begin of Stream Flow
T01N R16E S18	SESENE	Begin of Stream Flow
T01N R16E S18	Lot 2 (NESWNW)	Begin of Stream Flow
T01N R16E S18	Lot 2 (NWSWNW)	Begin of Stream Flow
~~T01N R16E S18~~	~~NWSESW~~	~~Begin of Stream Flow~~
T01N R16E S18	NENESE	Begin of Stream Flow
T01N R16E S18	SWNESE	Begin of Stream Flow
<u>T01N R16E S18</u>	<u>SWNESE</u>	<u>End of Stream Flow</u>
~~T01N R16E S19~~	~~SWNWNW~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~NESENE~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~NWSENE~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~NWNESE~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~NWNWSW~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~SENWSE~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~NWSESE~~	~~Begin of Stream Flow~~
~~T01N R16E S19~~	~~SESESE~~	~~End of Stream Flow~~
T01N R16E S20	NENWSW	End of Stream Flow
~~T01N R16E S20~~	~~SESWSW~~	~~End of Stream Flow~~
T01N R16E S29	NWNENW	Begin of Stream Flow
T01N R16E S29	SENESE	End of Stream Flow
<u>T01N R16E S29</u>	<u>NWNWNW</u>	<u>Begin of Stream Flow</u>
<u>T01N R16E S29</u>	<u>NENWNW</u>	<u>End of Stream Flow</u>

~~T02N R15E S2~~	~~Lot 1 (SENE)~~	~~Begin of Stream Flow~~
~~T02N R15E S2~~	~~Lot 1 (SENE)~~	~~Begin of Stream Flow~~
~~T02N R15E S2~~	~~SENESE~~	~~Begin of Stream Flow~~
~~T02N R15E S2~~	~~SWSWSE~~	~~End of Stream Flow~~
~~T02N R15E S12~~	~~NENENE~~	~~Begin of Stream Flow~~
~~T02N R15E S12~~	~~SWNENE~~	~~End of Stream Flow~~
~~T02N R15E S12~~	~~SESWNE~~	~~Begin of Stream Flow~~
~~T02N R15E S12~~	~~NWNENW~~	~~End of Stream Flow~~
~~T02N R15E S12~~	~~SWNENW~~	~~Begin of Stream Flow~~
~~T02N R15E S12~~	~~SESWSE~~	~~End of Stream Flow~~

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
STOCKWATER

PERIOD OF USE
01/01 12/31

QUANTITY
0.020 CFS

PLACE OF USE:

STOCKWATER

in CAMAS County

T01N R15E S01	Lot 1 (NENE)
T01N R15E S01	SWNE
T01N R15E S01	SENE
T01N R15E S01	Lot 3 (NENW)
T01N R15E S01	Lot 4 (NWNW)
T01N R15E S01	SWNW
T01N R15E S01	NESW
T01N R15E S01	NWSW
T01N R15E S01	SESW
T01N R15E S01	SWSE

State
SWSW

IN

~~T02N R15E S02~~	~~Lot 1 (NENE)~~
~~T02N R15E S02~~	~~SENE~~
~~T02N R15E S02~~	~~NESE~~
~~T02N R15E S02~~	~~NWSE~~
~~T02N R15E S02~~	~~SWSE~~

lessen?

~~T02N R15E S12~~	~~NENE~~
~~T02N R15E S12~~	~~SWNE~~
~~T02N R15E S12~~	~~NENW~~
~~T02N R15E S12~~	~~NESE~~
~~T02N R15E S12~~	~~SESE~~

SENE-state
No

T01N R16E S06	Lot 1 (NWNW)
T01N R16E S06	Lot 2 (SWNW)
T01N R16E S06	SENW
T01N R16E S06	NESW
T01N R16E S06	Lot 4 (SWSW)
T01N R16E S06	SESW
T01N R16E S06	NWSE
T01N R16E S06	SWSE

T01N R16E S07	NWNE
T01N R16E S07	SWNE
T01N R16E S07	NENW
T01N R16E S07	Lot 1 (NWNW)

~~T01N R16E S07~~	~~Lot 2 (SWNW)~~
T01N R16E S07	SENW
T01N R16E S07	Lot 3 (NWSW)
T01N R16E S07	SESW
T01N R16E S07	NWSE
T01N R16E S07	SWSE
T01N R16E S17	NWNW
T01N R16E S17	SWNW
T01N R16E S17	NWSW
T01N R16E S17	SWSW
T01N R16E S17	SESW
T01N R16E S18	NENE
T01N R16E S18	SWNE
T01N R16E S18	SENE
T01N R16E S18	NENW
T01N R16E S18	Lot 1 (NWNW)
T01N R16E S18	Lot 2 (SWNW)
~~T01N R16E S18~~	~~SESW~~
T01N R16E S18	NESE
~~T01N R16E S18~~	~~SWSE~~
~~T01N R16E S18~~	~~SESE~~
~~T01N R16E S19~~	~~NENE~~
~~T01N R16E S19~~	~~NWNE~~
~~T01N R16E S19~~	~~SWNE~~
T01N R16E S19	SENE
T01N R16E S19	NESE
~~T01N R16E S19~~	~~NWSE~~
~~T01N R16E S19~~	~~SWSE~~
T01N R16E S19	SESE
T01N R16E S20	SWNW
T01N R16E S20	NWSW
~~T01N R16E S20~~	~~SWSW~~
T01N R16E S29	NENW
T01N R16E S29	NWNW
~~T02N R15E S02~~	~~Lot 1 (NENE)~~
~~T02N R15E S02~~	~~SENE~~
~~T02N R15E S02~~	~~NESE~~
~~T02N R15E S02~~	~~NWSE~~
~~T02N R15E S02~~	~~SWSE~~
~~T02N R15E S12~~	~~NENE~~
~~T02N R15E S12~~	~~SWNE~~
~~T02N R15E S12~~	~~NENW~~
~~T02N R15E S12~~	~~NWSE~~
~~T02N R15E S12~~	~~SWSE~~

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

CERTIFICATE OF MAILING

I certify that on _____, 2009 mailed the original and copies of this form, including all attachments, postage prepaid and addressed as follows:

1. Original to:

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

2. Copy to:

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

IDWR Document Depository
P. O. Box 83720
Boise, Idaho 83720-0098

3. Copies to all parties to the subcase (insert names and addresses):

U.S., Department of Justice
Environment and Natural Resources Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724

Duane & Sheila Hagen
323 Road 4EU
Meeteetse, WY 82433

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, PLLC
P.O. Box 50130
Idaho Falls, ID 83405
Attorney for Hagen

Signature of person or attorney mailing the form

37- 13317C
HAGEN**Christensen, Kelly**

From: Christensen, Kelly
Sent: Thursday, April 02, 2009 1:16 PM
To: Bromley, Chris; 'rharris@holdenlegal.com'; 'fredric_price@blm.gov'; 'David.Negri@usdoj.gov'
Cc: Kelly, Vicki
Subject: RE: Hagen 37-13317C
Attachments: 37-13317C HAGEN V-2 Rec Sf-5.doc

From: Christensen, Kelly
Sent: Thursday, April 02, 2009 12:10 PM
To: Bromley, Chris; 'rharris@holdenlegal.com'; 'fredric_price@blm.gov'; 'David.Negri@usdoj.gov'
Cc: Kelly, Vicki
Subject: RE: Hagen 37-13317C

Attached is an updated recommendation, hopefully correct. If you are in agreement with this let (Vicki) know and she can complete the SF-5 documents for routing. If I missed something let me know.

kkc

From: Bromley, Chris
Sent: Wednesday, April 01, 2009 1:28 PM
To: Christensen, Kelly; Kelly, Vicki
Subject: FW: Hagen 37-13317C

Kelly,

Can you also look at this and let me know.

Thanks,

Chris

From: Steven M Spencer [mailto:sspencer@fs.fed.us]
Sent: Wednesday, April 01, 2009 1:04 PM
To: rharris@holdenlegal.com; Bromley, Chris; sherman_beazer; fredric_price@blm.gov; David.Negri@usdoj.gov
Subject: Hagen 37-13317C



What?



"A" and "C".

I must be getting old(er). I've confused some of the particulars between 37-13317

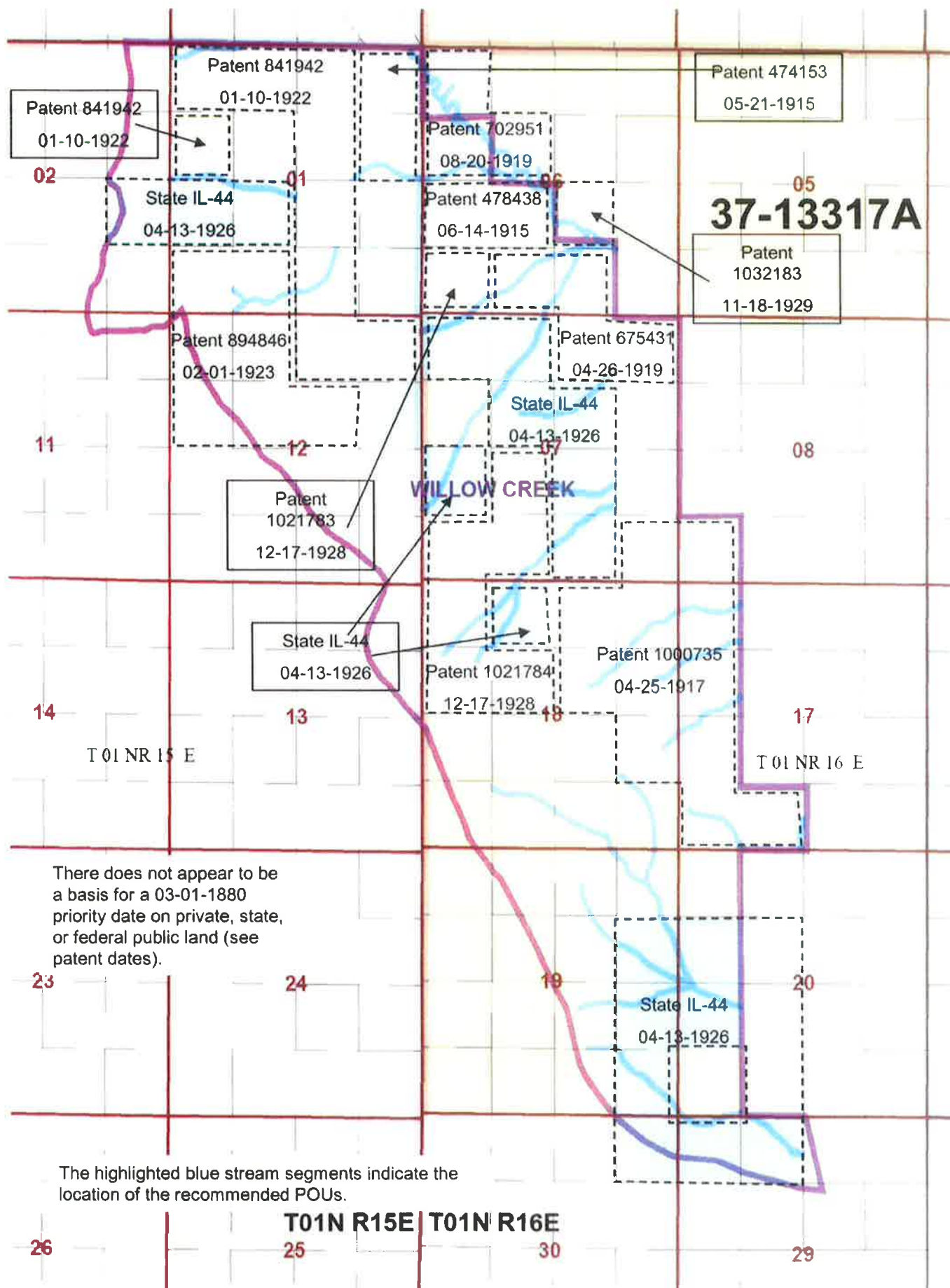
4/7/2009

37-13317A is the complicated one with lots of intermingled federal land in the stockwater instream reaches. It also has the incorrect township uses that are 6 miles north on NFS land, that when corrected will put all the uses off the forest and into the BLM/private mixed ownership arena. It looks like BLM has a good handle on this situation.

The hard copy of the Directors Report we got for 37-13317C had no quarter-quarters in the multiple POD's and POU's also for instream stockwater. These appear to be intended to be on the private land in HES 291, 596 and 620. Rob, I need to take another look at this water right description to make sure I've captured the appropriate stream reaches. Do you by any chance have a map of the stream reaches Hagen's intended to claim that you could share with me?

That is all for now.

Steve Spencer
Water Use Specialist (208) 365-7055
USDA Forest Service (208) 365-7037 FAX
1805 Highway 16, Room 5 e-mail: sspencer@fs.fed.us
Emmett, ID 83617



07/06/2009

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

RIGHT NUMBER: 37-13252
NAME AND ADDRESS: SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433
DUANE HAGEN
323 ROAD 4EU
MEETEETSE WY 82433

VERIFIED BY KKC
7-6-09
Received by Court
8-11-2009

SOURCE: CHERRY CREEK TRIBUTARY: WILLOW CREEK
QUANTITY: 0.620 CFS
PRIORITY DATE: 04/15/1949

POINT OF
DIVERSION: T02N R15E S36 ~~Lot 4~~ NWSWNE Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.620 CFS
PLACE OF USE:	<u>IRRIGATION in CAMAS County</u>		
	T02N R15E S36 SWNE	13.00	T02N R15E S36 SENW 2.00
	T02N R15E S36 NESE	3.00	T02N R15E S36 NWSE 10.00
	T02N R15E S36 SESE	3.00	

31 ACRES TOTAL

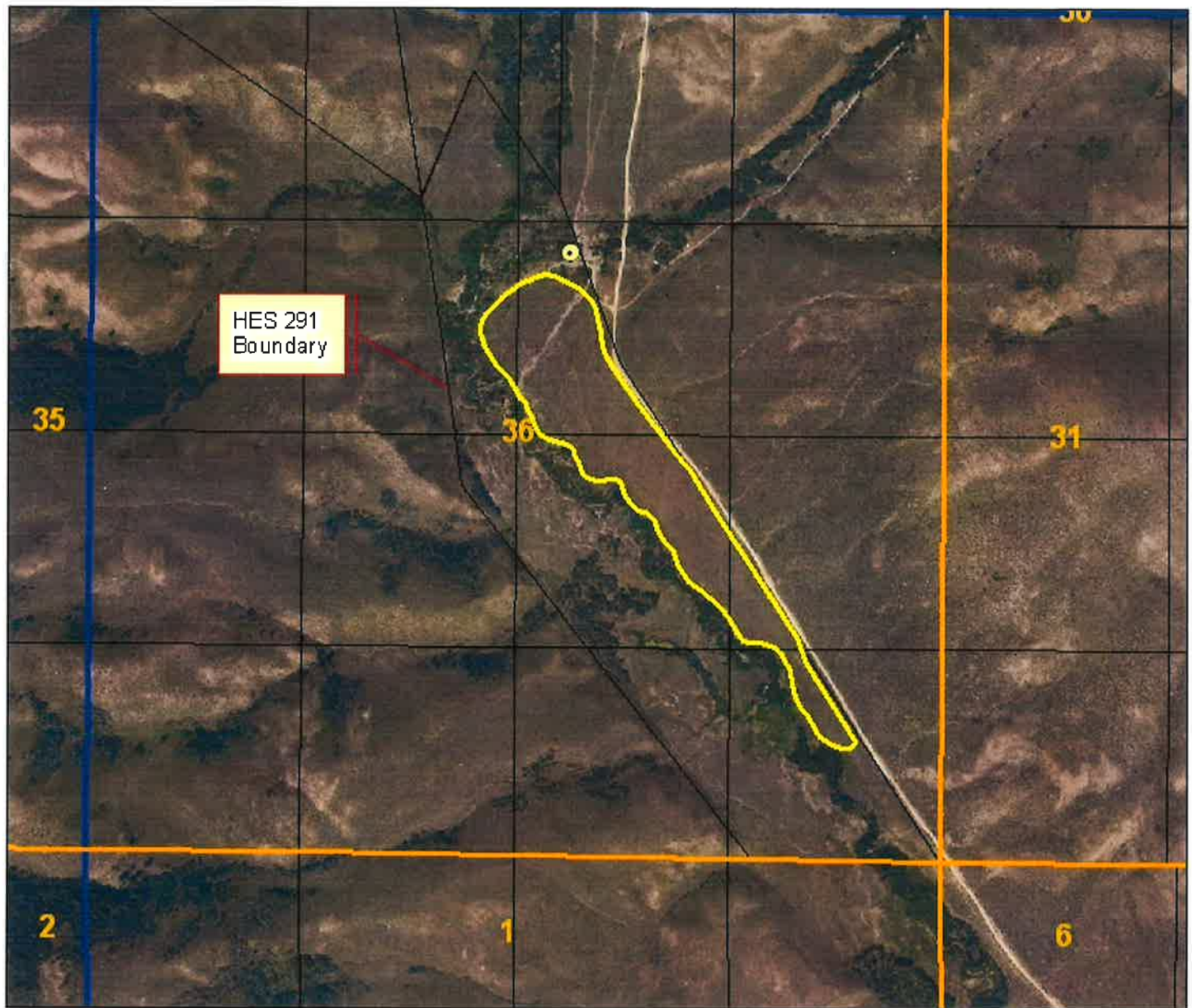
The point of diversion and place of use for this water right are entirely on private land known as Homestead Entry Survey No. 291.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

RECOMMENDED PLACE OF USE FOR 37-13252

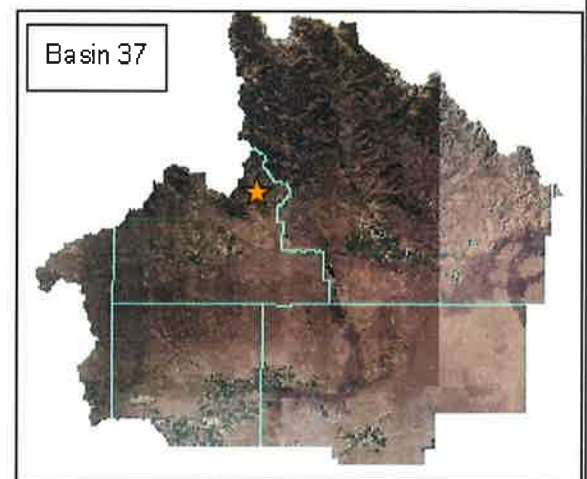


PLACE OF USE
TWP 02N, RNG 15E, SEC 36
Data Entry on July 6, 2009

★ LOCATION IN BASIN

- Recommended point of diversion
- Recommended place of use
- Township lines
- Section lines
- Quarter/quarter lines

GIS PLACE OF USE PRESENTATION
2004 AERIAL PHOTOGRAPHY
BY KELLY K CHRISTENSEN



Christensen, Kelly

From: Kelly, Vicki
Sent: Monday, July 06, 2009 9:03 AM
To: Christensen, Kelly
Subject: Hagen 37-13252

Hi Kelly

Hey I heard back from Steve Spencer on the recommendation you prepared for the Hagen right. He emailed me today saying, "the actual recorded legal survey for this land is Homestead Entry Survey 291. The POD was originally on NFS land and was claimed in that manner. However do to apparent nonuse for a very long time that I would estimate to be at least 20 years the diversion and ditch on NFS land has fallen into disrepair and is basically nonexistent and nonfunctional. The claimants have agreed that since the diversion on NFS land cannot be used and that they can realistically capture and divert Cherry Creek as it enters the private land by means of an existing ditch, the POD is being moved downstream to the private land. So this entire water right will be on HES 291. In this instance I think this need to be more clear and receive a little added emphasis."

Steve would like to see the phrase "added to the other provisions where it won't appear on the decree tweaked and moved up into the POU legal description where it will appear on the decree and it will be clear that "The water right is entirely on Homestead Survey No. 291"". My thoughts are that the land is in fact HES 291. In addition this is a beneficial use claim with no other record or history of use, the claimants are from out of state and as far as I know I'm the only one who has actually been to the POD and seen the situation and conditions on the ground." How do you feel about his suggestions? Is this do-able for us and what about the POD move? I'm for anything that clarifies things for administration--what do you think??

And is there going to be an updated layout for him to look at?

Thanks! - Vicki

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

Right Number: 37-13252

Name and Address: DUANE HAGEN
SHEILA HAGEN
323 ROAD 4EU
MEETEETSE, WY 82433

Source: CHERRY CREEK Tributary: WILLOW CREEK

Quantity: .62 CFS

Priority Date: 04-15-1949

Diversion Point: T02N R15E S36 NWSWNE ~~Lot 4~~ Within Camas County

Purpose and

Period of Use:	Purpose of Use	Period of Use	Quantity
	Irrigation	04-15 TO 10-31	.62 CFS

Place of Use:	Irrigation	Within Camas County
	T02N R15E S36	SWNE 13 NESE 3 SESE 3
		SENW 2 NWSE 10

31 Acres Total

The point of diversion and places of use for this water right are entirely on private land known as Homestead Entry Survey 291.

Other Provisions Necessary for Definition / Administration of this Water Right:

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

Explanatory Material: Basis of Claim - Beneficial Use

Apr 6, 2011

22567
22568
22569

37-13317A Hagen

13317C

David Stanish

→ Forest Service obj.

David Negri

13252

Steve Spencer

Fred price

Brigitte - discuss ownership issue & crossing state & Fed lands.

Chris - drafted amended SF-5.

? on ownership; NCA needed?

Nina & Ronald Hagen.

SF-5 Amended claim would be sufficient

Stanish

↳ Parties have looked @ split. ok.

Where 2 names appear on state property there needs to be an agreement in place regarding lease agreements.

Negri. involved in 13317A & C.
found them O.K. on "C" double checking on "A"

Status Conf. June 22 @ 3:30

status Conf.

Nov-10-2010
Pub

Hagen Properties LLC
ORIG Claimants Duaine & Sheila Hagen.

Now

Hagen Properties LLC
Ronald & Nina Hagen
Mark Norum.

22567 - Private mark on
22568 Dpt-Land- Norium
Nina on all.

568-

Rob Harris to get Norium on 225
by Friday

Stanish needs copies of Proof's.
Back on calendar

Apr 6 11:30

Pending action as of 9-21-10

From 9-15-10 status conf.

State will not sign SF-5s (ferments)?
(therefore show the 4 current owners)?

Route Pending Settlement to Steve Spencer

Reference to outside settlement agreement.

1-27-11

Noted that Ronald Hagen's address
was data entered as old as opposed to Wa.
Corrected this date.

Nina Hagen was left off of 37-22568.
She was added this date.

Christensen, Kelly

From: Rob Harris [rharris@holdenlegal.com]
Sent: Friday, September 17, 2010 10:21 AM
To: Fredric_Price@blm.gov; sspencer@fs.fed.us; 'Negri, David (ENRD)'; Kelly, Vicki; Bromley, Chris; Christensen, Kelly
Cc: 'Mark Norem'
Subject: Hagen Water Rights (37-13317A and C)

All:

OK, here are the correct addresses. Mark Norem would prefer to use the PO Box number, so note that this has changed:

Hagen Properties, LLC
323 Rd 4 EU
Meeteetse, WY 82433

Ronald A. Hagen
Nina M. Hagen
41818 228th Ave. SE
Enumclaw, WA 98022

Mark Norem
P.O. Box 1285
Big Timber, MT 59011

I've also called the Camas County Recorder's office, and they are checking on the deed. They are supposed to call me back today. They seem pretty laid back, so I hope to hear from them today, but may not. I will certainly let you know if I do.

Mark is out of the office until Monday, but I have an email into him and will touch base on Monday or Tuesday (I will be out of the office on Monday, but hope to hear from him by email).

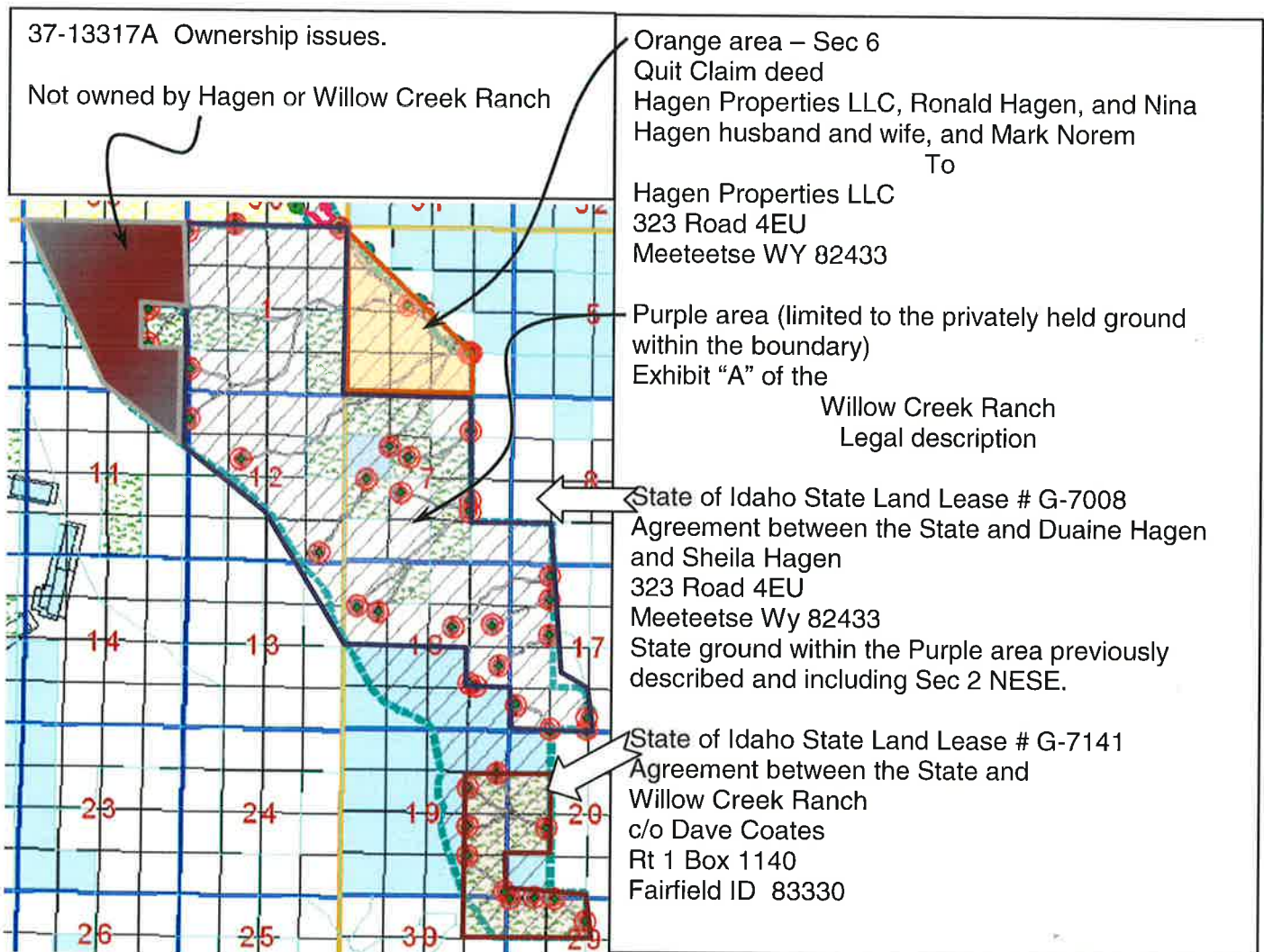
Thanks,

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130
Phone: (208) 523-0620
Fax: (208) 523-9518
E-Mail: rharris@holdenlegal.com

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37-13317A Ownership and possible split right assessment



I want to make sure I understand the ownership and how the rights are to be split based upon that ownership.

First, as the current draft for the recommendation for 37-13317A stands, stream segments in Section 2 associated with private ownership are currently excluded from the recommendation as that ground is not owned by the Hagen interests.

I am making an assumption that the Willow Creek Ranch is not a legal entity and therefore would not be listed as an owner. This leaves me with the assumption that Hagen Properties LLC is the legal owner of the ground identified as EXHIBIT A Willow Creek Ranch. It is not clear based upon the paperwork before me. The primary confusion comes from the State Land Lease G-7141 for Willow Creek Ranch which shows the principal to be David Coates.

Regarding the attachment from Davis Stanish to the Rob Harris e-mail dated 9-14-2010, I undersatand that 37-13317A should be split. Is the intent to recognize the State owned ground to be identified as two claims and then the private ground as a third claim to be associated with the Hagen ownership? If so, then what names should the claims carry (both the State of Idaho and the claimant)? If the Hagens aka Hagen Properties LLC control both parcels what would the reasoning be for splitting the claim? What is the relationship between Willow Creek Ranch (Hagens) and Willow Creek Ranch (Coates)?

Trial 9-15-10 10:00 A.M.

37-13317A Hagen

individuals will be co owners.

leave off sec 2 & 11

split the right three ways.
put reference to outside settlement agreement.

Court to add State Dept Lands as a courtesy copy.
state will not sign SF-5's

~~Oct 20 @ 9:30~~

Nov 10 @ 9:30 (status Conf?)

Route Pending settlement to Steve Spencer

Sept 15, 2010

Generated split right

37-13317A

37-22567

37-22568

37-22569

37- 13317A & C Hagen Pretrial.

Scot Beezer - BLM.

Trial set - Sept 15, 2010

Harris Rpt.

time 10:00 AM

got last week a deed to be recorded.

to be 3 new co owners.

Big pasture = $\pm$ 4000 acres.

Exclude BLM land.

Sec 2 owner ^{Michael} Jensen within pasture.

Hagen Properties LLC

Ronald Nina Hagen

Mark Noern

} current owners

13317C - issue reference P/A limited
to 596, 620, 291,

~~Settlement~~ Status Conf

3-3-2010

37-13317 A Hagen

- 13317 C tentative SF-5

- 13252 - should be done SF-5 filed

~~trial date~~ Sept 15 ~~at 10:00~~

Pre trial ^{conf} date Sept. 1. 9:30

34-2459 2461 62 10925

Big lost.

July 6, 2009

37-13317A.

Lots of problems with P/U

Current P/U includes BLM - State of Idaho,
and possibly neighbors property, some owned
property is excluded

Question

is an amended claim necessary?

37- 13317A

Initial hearing - 10-18-07

Status conf - 9-9-09 set

4-28-09 Reviewed available info and find I need additional input. Place of use ownership Not Clear. Routed an ownership map with request for input.

4-28-09-Fred replied that his info re: Fed land agree with my findings.

Hagen

2191	un obj to
2262	" " "
8323	" " "
13317A	P/u conflict (ownership etc) ^{4.28.09} <u>8:35</u>
13317C	4-2-09 SF-5 being Routed (tentative ^{live} SF5 4-2-09 1:16
13252	SF-5 submitted

04/02/2009

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

RIGHT NUMBER: 37-13317C

NAME AND ADDRESS: SHEILA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433DUAINA HAGEN
323 ROAD 4EU
MEETEETSE WY 82433SOURCE: CHERRY CREEK
LOG CREEK
NEBRASKA CREEK
UNNAMED STREAM
WILLOW CREEK
WINE CREEKTRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: WILLOW CREEK
TRIBUTARY: CAMAS CREEK
TRIBUTARY: WILLOW CREEK

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/01/1880

POINT OF
DIVERSION:

out?

end?

T02N R15E S25 NWNW End of Stream Flow Within CAMAS County
T02N R15E S25 NWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SWNW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S25 NWSW Begin of Stream Flow Within CAMAS County
T02N R15E S25 SESW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWNE End of Stream Flow Within CAMAS County
T02N R15E S36 NWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWNE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SENW Begin of Stream Flow Within CAMAS County
T02N R15E S36 NWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SWSE Begin of Stream Flow Within CAMAS County
T02N R15E S36 SESE End of Stream Flow Within CAMAS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

1/01 12/31

0.020 CFS

PLACE OF USE:

STOCKWATER in CAMAS County

T02N R15E S25	<u>NWNW</u>	T02N R15E S25	<u>SWNW</u>
T02N R15E S25	<u>SENW</u>	T02N R15E S25	<u>NESW</u>
T02N R15E S25	<u>NWSW</u>	T02N R15E S25	<u>SESW</u>
T02N R15E S25	<u>SWSE</u>	T02N R15E S36	<u>NWNE</u>
T02N R15E S36	<u>SWNE</u>	T02N R15E S36	<u>NENW</u>
T02N R15E S36	<u>SENW</u>	T02N R15E S36	<u>NESE</u>
T02N R15E S36	<u>NWSE</u>	T02N R15E S36	<u>SWSE</u>
T02N R15E S36	<u>SESE</u>		

Place of use does not include federal public lands.

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

Property is also known as Homestead Entry Survey Nos. 291, 596, and 620.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use