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Department of Water Resources
Eastern Region

Attorneys for Applicant City of Pocatello

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 76779 IN THE
NAME OF THE CITY OF POCATELLO

**APPLICANT CITY OF POCATELLO'S
FIRST SUPPLEMENTAL RESPONSE TO
PROTESTANT PORTNEUF WATERSHED
USERS ASSOCIATION, INC.'S FIRST SET
OF DISCOVERY REQUESTS**

Applicant City of Pocatello ("Pocatello" or the "City") hereby submits the following supplemental responses to protestant Portneuf Watershed Users Association, Inc.'s February 22, 2011 discovery requests.

PRELIMINARY STATEMENT

Pocatello has used its best efforts in conducting a thorough investigation of its records to respond to Portneuf Watershed Users Association, Inc.'s ("PWUA") discovery requests. Pocatello is conducting an ongoing factual investigation into the issues of the pending action, however, and may discover additional matters. Pocatello reserves the right to amend, modify or supplement its responses should it become aware of additional responsive information or documents through its continuing investigation consistent with the Idaho Rules of Civil Procedure ("IRCP") and procedural rules of the Idaho Department of Water Resources.

Pocatello assumes PWUA does not seek confidential information protected by a privilege. To the extent that PWUA is requesting privileged information, including but not limited to privileged attorney-client communications and documents protected from discovery under the work product doctrine, Pocatello objects. These responses do not include any such confidential material. Pocatello does not waive any objections it may have to the production and/or admissibility of any matter following.

Pocatello's responses to the PWUA's requests for production identify the responsive, non-privileged documents that Pocatello has been able to compile as of the date hereof. Pocatello reserves the right to amend, modify, or further supplement its responses should it become aware of additional responsive documents through its continuing investigations.

Pocatello reserves all objections to the admissibility at trial of any document provided herein including, without limitation, all objections on the grounds that such document is not relevant. Production of any information herein does not constitute an admission by Pocatello that such information is relevant to any claim, defense, or other issue in this litigation, or that it is reasonably calculated to lead to the discovery of admissible evidence. All documents provided in response to PWUA's requests for production are being produced for use in this litigation only and for no other purpose.

GENERAL OBJECTIONS

Pocatello objects to the interrogatories and discovery requests, including the "Definitions" and "Instructions" contained therein to the extent that they purport to enlarge or modify the scope of permissible discovery, or to impose discovery burdens on Pocatello in addition to or different from those allowed by the IDWR Rules of Procedure, IDWR's Order Authorizing Discovery or the IRCP. Pocatello will respond to the interrogatories and discovery

requests as required by the IDWR Rules of Procedure, IDWR's Order Authorizing Discovery or the IRCP.

Pocatello objects to the interrogatories and discovery requests to the extent that they purport to call for the identification of documents and disclosure of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Any disclosure of privileged material is inadvertent and shall not be deemed a waiver of the applicable privilege or privileges, or of any ground for objection to discovery with respect to such information or document, the subject matter of the information or document, or of Pocatello's right to object to the use of any such information or document during any subsequent proceeding in this action or elsewhere.

Pocatello objects to the interrogatories and discovery requests to the extent they include legal conclusions. All questions of law are respectfully referred to the Department and the courts.

Pocatello objects to the interrogatories and discovery requests to the extent they do not specify a time period for which a response is sought.

Pocatello objects to PWUA's discovery requests to the extent that they seek information with respect to the undefined term "the City's Water Rights." For purposes of Pocatello's Responses herein, Pocatello deems the City's water rights to be those water rights listed in Table 8 to the November 2010 Report in Support of The City of Pocatello's Application for Transfer of Water Rights prepared by Spronk Water Engineers, Inc., and appended to the Application.

SUPPLEMENTAL RESPONSES TO PWUA REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 5: Please produce all applications, approved transfers or exchanges, leases, rentals, and contracts affecting the delivery, ownership, current status or use of water diverted under Portneuf Marsh Valley Canal Company's Water Rights.

RESPONSE TO REQUEST FOR PRODUCTION No. 5: Pocatello objects to Request for Production No. 5 because it is overbroad, unduly burdensome, and seeks information not relevant to this contested case nor reasonably calculated to lead to the discovery of admissible evidence. Pocatello further objects to Request for Production No. 5 because it seeks documents that are not in Pocatello's possession, custody, or control, and/or that fall within one or more of the following categories: (1) are in the possession, custody, or control of PWUA; (2) are in the public domain; and/or (3) are more easily obtainable by PWUA from parties or sources other than Pocatello.

Subject to and without waiving these objections, Pocatello has made a diligent inquiry with respect to the existence of documents that may be responsive to Request for Production No. 5, and such documents as Pocatello has obtained through its investigation to date are produced herewith and bates numbered PMVCC000001-2930 and POCATELLO000001-609. Discovery is ongoing and Pocatello reserves the right to supplement this Response.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION No. 5: Subject to and without waiving the foregoing objections, please see the following documents enclosed herewith:

- 1) Documents bates numbered POCATELLO000610-759;
- 2) Agreement for Assignment of Assets and Payment of Royalties: POCATELLO000614-643;
- 3) Addendum Agreement: POCATELLO000644-650;

- 4) Portneuf River Settlement Agreement: POCATELLO000651-739;
- 5) Addendum No. 2: POCATELLO000740-743; and
- 6) Portneuf River “Lower Division” Settlement Agreement: POCATELLO000744-759.

REQUEST FOR PRODUCTION NO. 7: Please produce all records of diversions of City’s Water Rights, all deliveries to shareholders and irrigated area during the last 10 years.

RESPONSE TO REQUEST FOR PRODUCTION No. 7: Pocatello objects to Request for Production No. 7 because it is ambiguous, overbroad, unduly burdensome, and seeks information not relevant to this contested case nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, and without waiving any objection to the relevance of any disclosed or produced documents, enclosed herewith are the following documents:

- 1) Pumping Records from City: POCATELLO000596-606;
- 2) Palisades Rentals 2001-2010 (Spronk Summary): POCATELLO000607;
- 3) Gibson Jack Water Consumption Summary: POCATELLO000608; and
- 4) Well Flows Summary 1998-2010: POCATELLO000609.

See also Table 5 and Table 6 appended to the November 2010 Report in Support of The City of Pocatello’s Application for Transfer of Water Rights prepared by Spronk Water Engineers, Inc., and appended to the Application. Pocatello does not deliver water to shareholders.

The records for acreage are available on large GIS files. Contact counsel for the City of Pocatello to make arrangements regarding viewing and downloading of same from an FTP site.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION No. 7:

Subject to and without waiving the foregoing objections, please see a disc containing the GIS files of locations of irrigated areas, enclosed herewith and bates numbered POCA TELLO0000610. In addition, please see the WPC plant effluent monthly flows report, enclosed herewith and bates numbered POCA TELLO0000611-613.

DATED this 30th day of March, 2011.

GIVENS PURSLEY, LLP

By: 
Michael C. Creamer
Attorneys for City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of March, 2011, pursuant to Idaho R. Civ. P. 33 and 34 and Idaho Department of Water Resources' Rule of Procedure 524, the **original** of Applicant *City Of Pocatello's First Supplemental Response To Protestant Portneuf Watershed Users Association, Inc.'s First Set Of Discovery Requests* was served on the following individual(s) by the method indicated:

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☐ Facsimile

Copies of Applicant *City Of Pocatello's First Supplemental Response To Protestant Portneuf Watershed Users Association, Inc.'s First Set Of Discovery Requests* was served on the following individual(s) by the method indicated:

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Michael C. Creamer

WPC plant effluent monthly flows													
		2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	
jan	total	217.45	204.42	217.26	216.64	221.4	214.08	224.83	220.71	239.9	238.75	195.44	
	avg	7.01	6.59	7.01	6.99	7.14	6.91	7.25	7.119677	7.74	7.7	6.3	
	max	7.18	7.26	7.58	8.37	7.76	7.58	8.03	7.51	8.35	8.29	7.17	
	min	6.78	5.98	6.44	5.76	6.53	6.5	6.19	6.63	6.1	6.68	5.58	
feb	total	196.88	194.83	214.51	196.66	199.29	193.94	213.54	204.86	218.87	244.25	176.63	
	avg	7.03	6.96	7.15	7.02	7.12	6.93	7.36	7.316429	7.82	7.88	6.09	
	max	7.51	7.78	9.3	8.04	7.52	7.1	8.9	7.86	8.21	11.01	6.7	
	min	6.6	6.59	6.36	5.85	6.82	6.71	6.93	6.85	7.36	7.35	5.64	
mar	total	217.01	210.16	216.08	215.98	215.9	213.06	218.87	225.32	235.67	233.11	195.21	
	avg	7	6.78	6.97	6.97	6.96	6.87	7.06	7.268387	7.6	7.52	6.3	
	max	8.04	7.81	7.41	7.23	8.34	7.24	7.64	8	8.18	7.79	7.18	
	min	5.99	6.12	6.27	6.58	6.38	6.39	6.55	6.81	7.11	7.01	5.64	
apr	total	210.39	203.44	242.97	208.13	212.66	201.46	212.39	211.72	219.27	203.9	189	
	avg	7.01	6.78	6.94	6.94	7.09	6.72	6.85	7.057333	7.31	6.8	6.3	
	max	7.78	7.08	7.59	7.98	8.74	7.36	7.55	7.66	8.22	7.27	6.98	
	min	6.23	6.27	6.35	5.91	6.09	6	6.5	6.66	6.87	6.11	5.67	
may	total	216.54	204.74	216.97	213.63	225.58	212.36	210.08	218.44	251.34	223.78	194.59	
	avg	6.99	6.6	7	6.89	7.28	6.85	6.78	7.046452	7.18	7.22	6.28	
	max	7.23	7.36	7.68	7.13	8.26	9.01	7.25	7.35	8.99	7.83	6.97	
	min	6.1	5.93	6.31	6.27	6.74	6.19	6.1	6.65	5.72	6.6	5.04	
jun	total	208.9	212.95	208.75	209.07	194.12	204.52	205.63	215.71	213.85	216.69	181.39	
	avg	6.96	6.87	6.96	6.97	6.47	6.82	6.85	7.190333	7.13	7.22	6.05	
	max	7.53	8.77	8.2	9.03	7.66	7.9	8.08	7.69	7.59	7.7	6.63	
	min	6.1	5.51	5.36	5.04	5.07	5.89	5.27	6.63	6.13	6.65	5.04	
jul	total	218.04	216.44	212.23	214.82	213.91	208.42	214.84	220.85	252.68	226.92	182.73	
	avg	7.03	6.98	6.85	6.93	6.9	6.72	6.93	7.124194	7.22	7.32	5.89	
	max	7.52	7.92	7.71	7.9	7.46	7.48	7.95	7.74	12.15	7.8	6.52	
	min	6.49	6.02	6.03	5.97	5.15	6.13	6.18	6.31	2.49	6.85	5.06	
aug	total	217.41	219.53	211.9	213.98	214.44	215.73	217.73	217.91	221.9	227.1	201.54	
	avg	7.01	7.08	6.84	6.9	6.92	6.96	7.02	7.029355	7.16	7.33	6.5	
	max	7.38	8.6	7.33	8.2	7.65	7.47	7.49	7.44	7.83	7.74	7.29	
	min	6.54	6.03	6.29	5.68	6.08	6.53	6.54	6.12	6.68	6.78	5.58	

		2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000
sept	total	210.19	210.25	201.44	208.28	208.25	208.58	205.69	214.05	221.49	224.36	199.97
	avg	7.01	7.01	6.71	6.94	6.94	6.95	6.86	7.135	7.38	7.48	6.67
	max	7.53	7.46	7.67	8.5	7.92	7.7	7.35	8.03	8.41	8.36	7.74
	min	6.52	6.53	5.91	5.96	5.04	6	6.21	6.64	6.51	6	6.16
ocy	total	219	217.84	205.79	214.86	216.35	212.73	214.77	251.14	224.68	234.59	203.14
	avg	7.06	7.03	6.64	6.93	6.98	6.86	6.93	7.175429	7.25	7.57	6.55
	max	9.27	7.58	7.18	8.04	8.15	7.76	7.76	8.03	7.68	8.13	7.25
	min	5.84	6.75	5.95	5.99	5.79	6.25	6.42	6.66	6.2	7.17	5.82
nov	total	210.68	210.36	198.41	206.72	208.63	207.54	207.42	209.22	219.63	224.6	203.87
	avg	7.02	7.01	6.61	6.89	6.95	6.92	6.91	6.974	7.32	7.49	6.8
	max	8.07	7.19	7.54	7.3	7.25	7.21	7.39	7.6	7.89	7.87	7.57
	min	6.04	6.72	5.44	6.37	6.52	6.1	6.24	6.21	6	6.91	5.36
dec	total	217.64	217.49	202.04	215.3	217.09	219.48	209.85	218.47	225.43	234.09	206.75
	avg	7.02	7.02	6.52	6.95	7	7.08	6.77	7.047419	7.27	7.55	6.67
	max	8.27	7.35	6.88	7.35	7.68	8.67	7.3	7.6	7.73	8.56	7.28
	min	5.75	6.74	5.85	6.51	6.23	6.13	6.37	5.83	6.37	6.58	5.53
well 19												
jan	total	2855800	2919400	2830740	2496380	3846000	264030	2642000	2814000	3793000	4501000	4076000
	avg	92123	94174.19	91314	80528	124065	9104	85226	90774	122355	145194	131484
	max	104500	333000	572000	89680	140200	111440	100000	161000	184000	176000	180000
	min	87600	64400	66000	76760	116700	160	73000	54000	101000	123000	109000
feb	total	2532500	2480000	2604170	2491120	3549200	172460	2500000	2604000	3618000	4167000	4343000
	avg	90446	88571.43	89799	88969	126757	6159	86207	93000	129214	148821	149759
	max	96900	96400	100630	112140	138100	8470	97000	101000	150000	193000	192000
	min	84600	83000	75660	78690	117900	260	76000	82000	121000	124000	124000
mar	total	2805600	2771100	2677890	3353260	3903500	352550	2654000	2333000	3696000	5335000	4396000
	avg	90503	89390.32	86384	108170	125919	11373	85613	75258	119226	172097	141806
	max	104900	99700	105710	133000	141500	48310	100000	102000	152000	206000	198000
	min	79200	80800	77850	85750	115000	4310	60000	58000	83000	155000	113000
apr	total	2779100	2758200	2445640	2985820	3870400	604130	919000	2453000	3571000	4572000	4242000
	avg	92637	91940	69875	99527	129013	20138	76583	81767	119033	152400	141400
	max	105300	105100	84950	116600	159900	48750	89000	99000	187000	208000	176000
	min	85600	85200	57410	87500	112200	4970	61000	70000	101000	137000	103000

		2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000
may	total	2876800	2755800	1473860	3052400	3714300	276420	981020	2384000	3686000	4272000	4161000
	avg	92800	88896.77	77572	98465	119816	8917	31646	76903	118903	137806	134226
	max	122400	103100	83560	115600	140900	41300	51980	123000	387000	181000	184000
	min	60500	76900	71120	90400	76000	5450	22300	26000	96000	115000	120000
jun	total	3096900	2551900	2521010	2978400	3193200	5640440	1058540	2378000	3335000	3762000	4581000
	avg	103230	82319.35	84034	99280	106440	188015	35285	79267	111167	125400	152700
	max	115400	91200	107640	120100	129900	462220	72150	154000	133000	169000	191000
	min	88500	75000	67770	75700	71900	7280	690	0	99000	108000	136000
jul	total	3010500	3153900	2524790	2953800	3826800	1660290	968970	2494000	3266000	3706000	4909000
	avg	97113	101738.7	81445	95284	123445	53558	31257	80452	105355	119548	158355
	max	108100	426700	94100	113700	136900	64160	56000	104000	206000	138000	214000
	min	81700	65600	58890	81000	110600	45330	19000	70000	0	110000	131000
aug	total	3221700	2650600	2635740	2927900	2935880	2496050	818150	2300000	3016000	3718000	4968000
	avg	103926	85503.23	85024	94448	94706	89145	26392	74194	97290	119935	160258
	max	115100	114900	101930	116000	126500	352500	52710	86000	299000	137000	213000
	min	93000	70900	77350	84800	78500	40900	14000	66000	64000	108000	130000
sept	total	3516400	2493300	2553200	2838600	2616920	2068400	792780	2595000	3364000	3365000	4901000
	avg	117213	83110	85107	94620	87231	68947	26426	86500	112133	112167	163367
	max	335600	91600	100000	108000	99410	188000	39960	104000	132000	154000	179000
	min	95200	74000	72800	85700	76220	53700	17120	74000	95000	88000	142000
oct	total	3184800	2467100	2378500	722700	2949740	2960800	846290	2480000	2440000	3620000	4728000
	avg	102735	79583.87	76726	90338	95153	95510	27300	75152	78710	116774	152516
	max	120600	90800	100100	99300	110100	134900	48800	88000	99000	157000	203000
	min	91700	74200	66200	83300	88990	53200	8740	65000	57000	102000	134000
nov	total	3023700	2909600	2260900		2944560	3236100	726070	1976000	2660000	3347000	4626000
	avg	100790	96986.67	75363		98152	107870	24202	65867	88667	111567	154200
	max	129000	389300	90900		114000	135800	40000	76000	163000	121000	232000
	min	78600	75700	61000		87070	93900	15000	57000	39000	98000	136000
dec	total	689153	2819300	2564400	2398640	2889940	3776700	258980	2333000	1832000	3600000	4545000
	avg	22231	90945.16	73269	77375	93224	121829	9249	75258	59097	116129	146613
	max	29156	107000	90400	89740	106900	143300	18300	86000	70000	150000	206000
	min	7529	84600	19800	62260	77470	106900	2040	66000	40000	108000	128000

MARSH VALLEY HYDROELECTRIC PROJECT

AGREEMENT FOR ASSIGNMENT OF ASSETS AND PAYMENT OF ROYALTIES

THIS AGREEMENT, is made and entered into on this 23 day of February, 1988, by and between the Marsh Valley Hydroelectric Company, a corporation duly incorporated and conducting business under the laws of the State of Idaho, for itself and its successors and assigns, (hereinafter referred to as "Assignor"), and Marsh Valley Development, Inc., a corporation incorporated and conducting business under the laws of the State of Idaho, for itself and its successors and assigns, (hereinafter referred to as "Assignee".)

I. DEFINITIONS

As used in this Agreement, the following terms and phrases shall have the following meanings (the singular or plural number, shall each be deemed to include the other, unless the context so indicates or requires):

1.1 Application for FERC License: The Application for FERC License for a Minor Water Power Project filed by Sorenson Engineering on Assignor's behalf on September 5, 1987.

1.2 Appurtenant Rights: For the project, any and all permits, licenses, rights or governmental approvals which are necessary or reasonably related to the efficient development, construction and operation of the facility and the transmission of electricity therefrom. Appurtenant Rights also includes for the project all technical data, reports, and studies concerning the project and includes a Power Sales Agreement, the Proprietary

Information, and any and all other licenses, exemptions, permits, or similar governmental or regulatory approvals as are necessary or reasonably related to the development, construction and operation of such facility and the transmission of electricity therefrom. Without limiting the generality of the foregoing, the term Appurtenant Rights shall include for the project as follows:

a. A Power Purchase Agreement with Utah Power & Light Company executed on November 21, 1986, which Agreement was approved by the Idaho Public Utilities Commission pursuant to Order #20979 dated January 7, 1987.

b. Permit No. 29-7772 for 175 c.f.s. and No. 29-7772 for 75 c.f.s. with the Idaho Department of Water Resources for water rights in connection with the development of the project.

c. Application for FERC License.

1.3 FERC: Federal Energy Regulatory Commission.

1.4 Facility: The hydroelectric power generating facility proposed under the Application for FERC License including, a powerhouse, all water conduits, all dams and appurtenant works and structures (including navigation structures if any) which are a part of said unit, and all storage, diverting, or forbay reservoirs directly connected therewith, the primary line or lines transmitting power therefrom to the point of junction with the distribution system or with the interconnected primary transmission system, all miscellaneous structures used and useful in connection with said unit or any part hereof, and all water rights, rights-of-ways, ditches, dams,

reservoirs, lands, or interest in lands, the use and occupancy of which are necessary or appropriate in the maintenance and operation of such unit.

1.5 Proprietary Information: Any and all professional work product, including but not limited to engineering work, technical data, hydrology studies and reports, and any and all other information relating to the Project, and the Assignor's canal system (as the same may relate to the Project), and the development, construction, use and operation of the Facility in which Assignor has any right or interest.

1.6 Power Sales Agreement: For the project, an Agreement for the sale of all power generated by the Facility entered into with Utah Power & Light Company on November 21, 1986, which Agreement was approved by the Idaho Public Utilities Commission pursuant to Order #20979 dated January 7, 1987, and any succeeding Agreement for the sale of power generated by the Facility to any public or private utility.

1.7 Project: The complete unit of development, improvement, construction, and operation of the Facility.

1.8 Gross Receipts: The revenue received by Assignee under the Power Sales Agreement from the sale of electricity generated by the Facility less charges by the entity purchasing the power in connection with the acceptance of the power such as Kvar charges, incurred cost charges, and other similar charges.

1.9 Project Real Properties: That real estate underlying and surrounding the Facility, located in the Northeast Quarter of the Northeast Quarter, Section 20, Township 9 South, Range 37 East Boise Meridian, approximately 3 miles east of McCammon, Bannock County, Idaho, Portneuf-Marsh Valley Canal more particularly described in Exhibits A and B attached hereto together with all easements, rights-of-way, and other interests in real property which are necessary or reasonably convenient for the development, construction and operation of the Facility, including without limitation:

a. nonexclusive rights of ingress and egress to the various sites of the Facility for persons, vehicles, and equipment relating to development, construction and operation of the Facility from suitable public roads;

b. nonexclusive easements for any and all pipes, penstocks, powerhouses, powerlines, and any and all structures supporting the same as are necessary or appropriate for the development, construction and operation of the Facility as anticipated by the Application for FERC License and for the transmission of electricity therefrom; and

c. any and all rights-of-way as are necessary or reasonably related to development, construction and operation of the Facility and the transmission of electricity therefrom (which may be nonexclusive so long as such use is within the permitted use of such rights-of-way).

II. TRANSFER OF REAL ESTATE

2.1 Deed of Real Estate: Assignor shall transfer to Assignee the property described on the attached Exhibit A by good and sufficient warranty deed, clear of all liens and encumbrances except those listed on the attached Exhibit A at a designated time for closing after the License requested in the Application for FERC License and Assigned has secured a commitment for financing is issued.

2.2 Easement: Assignor agrees to execute an easement in the form of Exhibit B to Assignee as soon as reasonably practicable at a designated time for closing after the issuance of the FERC License requested in the Application for FERC License and Assigned has secured a commitment for financing.

III. ASSIGNMENT OF ASSETS

3.1 Assets Assigned: Assignor shall transfer to Assignee, free and clear of all liens, encumbrances and claims whatsoever, all of Assignor's right, title and interest in the Appurtenant Rights for the Project whether now owned or hereafter acquired. Such transfer shall also occur at a designated time for closing after issuance of the FERC License requested in the Application for FERC License and a commitment for financing has been obtained.

3.2 Assignment Documents: Assignor shall deliver to Assignee upon issuance of the FERC License requested in the Application for FERC License executed documents assigning,

granting, conveying and transferring, as the case may be, for the Project each of the following:

- (a) the FERC License for the Project,
- (b) any Proprietary Information which Assignor has,
- (c) the Power Purchase Agreement,
- (d) all other Appurtenant Rights.

(e) all of such documents shall be in form and content reasonably satisfactory to Assignee and its counsel and, where applicable, in form and content satisfactory to the relevant agency, commission, or other relevant issuing authority or to the lending institution providing funds for the development or operation of the Project.

3.3 Assistance in Obtaining Appurtenant Rights: The parties hereto recognize that all the Appurtenant Rights necessary for the development of the Project have not yet been obtained at the present time. Assignor will use reasonable assistance where necessary to help Assignee obtain all the Appurtenant Rights which Assignee has not been able to assign to Assignor at the present time necessary for completion of the Project. Assignor will also provide reasonable assistance to Assignee in obtaining zoning approval and a building permit for the Project.

IV. RETRANSFER IN THE EVENT OF FAILURE TO CONSTRUCT OR ABANDONMENT

The parties hereto recognize that FERC requires that the substantial construction of the project begin within two years

after issuance of the FERC License. In the event:

- a. Assignee fails to begin substantial construction on the project within two years after the date of issuance of the FERC License; or
- b. Assignee fails to complete construction within two years from the date construction commences; or
- c. the FERC License is revoked; or
- d. Assignee abandons the project or facility;

Such event shall be considered a default under this Article IV and Assignor shall be entitled to give Assignee written notice specifying the default and demanding a cure. In the event Assignee has not cured the specified default within 60 days of notice from the Assignor, Assignee shall be required to deed, convey and transfer back to Assignor the Facility, the Appurtenant rights and all other related assets conveyed by Assignor to Assignee pursuant to Articles II and III above. Assignor shall be entitled to retain the \$7,000.00 paid by Assignee described in Section 5.1 below in such event as well as to bring action for collection of any other unpaid amounts due pursuant to Section 5.2 below.

V. PAYMENT AND ROYALTIES

5.1. Initial Payment: Assignee has paid to Assignor the sum of \$7,000.00 Dollars receipt of which is hereby acknowledged. Upon receipt of an executed copy of this contract, Assignee

agrees to pay Assignor its out-of-pocket costs expended up to and including February 23, 1988, towards the development of the Project to a maximum of \$50,000.00.

5.2 Yearly Operation and Maintenance and Royalty Fees: In addition to the initial payment described in 5.1. above, Assignee shall pay Assignor upon receipt from the power purchaser for its operation and maintenance services provided in accordance with Article VI below (which is anticipated by the parties to be on a monthly basis) and for the assignments and assistance provided by it in the development of the Project and described in Sections II and III above as follows:

<u>Year of Project Operation</u>	<u>Percentage of Project Gross Receipts</u>
1 - 15	6% of power generated September 16 - April 14 and 10% for power generated April 15 - September 15.
16 - 23	6% - of power generated September 16 - April 14 and 16% for power generated April 15 - September 15.
24	17%
25	18%
26	19%
27 and thereafter	20%

However, after the first full year of operation the annual Royalty fee payment to Assignor shall not be less than \$5,000.00.

Any payment not made within 30 days after its due date shall be considered in default and shall bear interest at the highest legal rate.

For purposes of this Agreement each year shall be calculated on a calendar year basis regardless of when the operation of plant commences. For example, if operation of the plant commences in March of 1988, then year one shall begin in March of 1988 and shall end on December 31, 1988. Year two shall begin January 1, 1989, and shall end December 31, 1989, and so on.

VI. CONSTRUCTION AND OPERATION OF THE FACILITY

6.1 Construction of the Facility: Assignee shall construct the Project Facility together with roadways, powerlines, diversion structures, gates and other Facilities, alterations and improvements as may be necessary at its own cost and expense and shall be responsible to obtain any financing necessary to complete the Project. Assignee will use its best efforts to rebuild and enlarge the Portneuf-Marsh Valley Canal from the point of diversion to the plant, to the extent physically and economically feasible, to maximize its ability to carry McCammon Ditch water. Assignor shall provide reasonable assistance and cooperation with Assignee if necessary and appropriate to assist Assignee in obtaining financing from a reputable lending institution as long as such cooperation and assistance does not involve an undue amount of time on the part of Assignor or in any way make Assignor liable to the lending institution for the financing.

6.2 Operation and Maintenance: Once the Project is on line and delivering electric power to the power company pursuant to the Power Purchase Agreement, the Assignor shall assume the financial and administrative responsibility for the physical operation and routine preventative operating maintenance of the Facility, as outlined in the Operation and Maintenance Manual which shall be prepared by Assignee and which contents will be agreeable to Assignor and Assignee. Assignee shall deliver to Assignor specifications and a complete set of accurate as-built design drawings within 30 days of the completion of the Project.

Assignee shall pay and be responsible for all maintenance, repair, and improvement work not considered as routine preventative operating maintenance as indicated in the Operation and Maintenance Manual and any other cost not stated in the Manual or in this Agreement to be the responsibility of Assignor.

The clearing of the trash rack (including removal of ice) on the inlet structures to the canal and to the penstock shall be part of routine preventative maintenance, which shall be the responsibility of Assignor as part of the routine maintenance.

Assignee represents that the operation of the plant will be automated to the extent practicable and will not require full-time operation and maintenance. It is further agreed that the Assignor's obligation shall not exceed an average of 40 man hours per month during each year. Any time incurred beyond

480 man hours per year shall be reimbursed by Assignee upon presentation of proper documentation, said payment to be at the prevailing wage rate in the local area.

All maintenance and repair costs relating to the canal from the point of diversion at the Portneuf River to Assignee's Power Plant site and all related diversion structures shall be 100% by Assignee for the first 3 years of operation; and, thereafter paid 75% by Assignee and 25% by the Portneuf-Marsh Valley Canal Company, Ltd., and the McCammon Ditch Company. J.P. K.B.

In agreeing to share the expenses of maintaining the canal Assignee is relying on Assignor's representation that the expense of maintaining the canal has historically not normally been more than \$500.00 per year and that the canal is currently in good repair and no major expenses are expected to be needed in the near future. During the first twelve months of operation, Assignee shall pay for the entire cost of any major or unusual repairs or maintenance made necessary by reason of the Project.

In the event that Assignor shall fail to provide the appropriate operation and maintenance required under this Agreement, Assignee shall be entitled to provide such operation and maintenance and shall deduct the cost of same from the payments to be made Assignor pursuant to Article V above.

6.3 Control: Assignee shall have the right and authority to make all decisions concerning the operation of the Facility and the sale of electrical energy generated by the Facility including but not limited to the right to temporarily discontinue the operation of the Facility at any time or from time to time

subject only to the Assignor's reasonable requirements in operating its canal system for irrigation purposes. Assignee shall periodically consult with the Assignor concerning Assignor's use of the canal for irrigation purposes.

6.4 Irrigation Rights: It is understood and agreed that McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd. own certain priority decree irrigation water rights together with diversion structures and canals utilized during the normal irrigation season from April 15th through September 15th of each year.

It is understood and agreed that all water rights for power generation are subordinate and secondary to the irrigation rights of McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd., which rights shall not be impaired. Assignor, McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd., shall use their best efforts to minimize any waste of irrigation water (and shall not sell, transfer or lease any water outside of their existing irrigation systems either during normal irrigation season or at any other time if such sale, transfer or lease would decrease the water flow to the Facility) and maximize water available for power generation during normal irrigation season. During the remainder of the year, McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd. will use their best efforts to see that the entire water flow is diverted to the Facility.

Nothing herein shall be construed as a dedication or guarantee by Assignor, McCammon Ditch Company or Portneuf-Marsh Valley Canal Company, Ltd. of the supply or availability of water to Assignee. Assignee expressly waives all claims to water supply by Assignor, McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd. other than the contractual rights provided herein.

6.5 Insurance: During construction, Assignee shall maintain in full force and effect appropriate builders, "all risks" coverage for the project for physical loss and damage.

At all times during the term of the agreement, Assignee agrees to carry and maintain in full force and affect at it's sole expense, general liability insurance in an amount not less than \$1,000,000.00 combined single limit or equivalent for bodily injury, personal injury and property damage.

Before construction is started, Assignee shall furnish Assignor with certificates of insurance. Assignee shall furnish Assignor with copies of the insurance policies as soon as the same are received from the insurance companies. Said policies shall provide that the insurers waive subrogation rights against Assignor, McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd.

VII. REPRESENTATIONS, COVENANTS AND WARRANTIES OF ASSIGNOR

Assignor hereby represents and warrants to Assignee each of the following and covenants with Assignee as follows:

7.1 Existence: Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho.

7.2 Authority: Assignor has all requisite power and authority to own its properties, to carry on its business as is now being conducted and to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, the assignments, easements and the warranty deeds by Assignor and the consummation of the transactions contemplated thereby have been duly authorized.

7.3 Enforceable: This Agreement constitutes the valid and binding obligation of the Assignor and is enforceable against Assignor in accordance with its terms.

7.4 Obligations: Without limiting any of the provisions of this Agreement, the Assignor by this Agreement shall and does hereby assume the following obligations:

- a. with the assistance of Assignee to secure the FERC License requested in the Application for FERC License and assign the same to Assignee;
- b. to secure all necessary water rights for the Project and assign the same to Assignee;
- c. to assign the Power Purchase Agreement to Assignee;
- d. assist Assignee in securing approval for the Project from the appropriate building and zoning authorities;
- e. to execute and deliver the deeds, easements and assignments described in Articles II and III above at the

designated time and place for closing after the FERC License has been obtained and Assignee has obtained a commitment for financing;

f. to obtain and transfer to Assignee, fee title to the Power Plant Site and a valid access easement and penstock easement as contemplated in the Application for FERC License free and clear of any liens and encumbrances;

g. to assign its rights in that Agreement executed by Union Pacific Railroad Company as "Licensor" and Marsh Valley Hydroelectric Company as "Licensee" on February 22, 1984, to Assignee;

h. to assist Assignee in securing and assign to Assignee, the appropriate Water Quality Certifications and any of the necessary environmental approvals required for the Project by the State of Idaho and the United States Federal Government;

i. to perform all acts otherwise required by this Agreement.

7.5 Conflicts: The execution and delivery of this Agreement, and deeds, easements, and assignments contemplated by this Agreement by Assignor and the performance of Assignor's obligations hereunder are not in violation of or breach of and do not conflict with or constitute a default under any of the terms or provisions of Assignor's Articles of Incorporation, By-laws, or any contract or agreement, written or oral, to which Assignor is a party or by which Assignor or any of Assignor's assets or properties are bound and will not be an event which after notice

or lapse of time or both will result in any such violation, breach, conflict or default or under any law, judgement, decree, order, rule or regulation of any governmental authority or court whether federal, state, or local at law or in equity and applicable to Assignor or to any of Assignor's property or assets and will not result in any creation or imposition of any lien, possibility of lien, encumbrance, equity or restriction in favor of any third party upon any of the Appurtenant Rights (collectively the "Assets").

7.6 Solvent: At the date of this Agreement, Assignor is and will continue to be solvent.

7.7 Title: Assignor has or will obtain in a timely manner good and marketable title to the Assets free and clear of any and all liens, charges, encumbrances, or claims. Upon assignment by Assignor to Assignee of the Assets, Assignee will acquire good and marketable title in the Assets free and clear of any and all liens, charges, encumbrances or claims and Assignor shall indemnify and hold Assignee harmless from all costs, expenses, and judgments, (including attorneys' fees) arising out of the foregoing.

7.8 Sufficient Rights: The Assets to be transferred and assigned to Assignor will constitute all the rights to the property real or personal, tangible or intangible, and all governmental approvals whether local, State, or Federal necessary or reasonably related to the development and construction of the Project and the operation of the Facility. No such right or

approval is held under any lease, mortgage, security agreement, conditional sales contract or other title retention agreement or is other than the sole possession and under the sole control of Assignor.

7.9 Litigation: There is no litigation, suit, proceeding, action, claim or investigation, at law or in equity, pending or threatened against or affecting Assignor and involving the Project or Assets before any court, agency or authority, and there are no facts known to Assignor that may result in such litigation, suit, proceeding, claim or investigation. Assignor is not subject to nor in default with respect to any notice, order, writ, injunction or decree of any court agency or authority.

7.10 Compliance with Law: The development, construction and operation of the Facility as contemplated by the Application for FERC License shall be in compliance with all the laws, ordinances, regulations, decrees and orders, including zoning ordinances, applicable to the Facility and now in effect.

7.11 Cooperation: Assignor will cooperate in all respects, for no additional compensation, in good faith and within the law with Assignee's efforts to develop, construct, and operate the Facility and to do at the request and expense of the Assignor whatever is reasonably necessary to carry out the intent of this Agreement.

7.12 Water Rights: Assignor holds free and clear of any and all liens and encumbrances certain existing water rights under

Idaho law subject to the timely application of the same to beneficial use in generating power, and will cause the same to be assigned in an approved transaction to Assignee as soon as reasonably possible after the FERC License is issued. Assignor further represents that it holds valid irrigation rights downstream for the water to be used in the Project and that it shall not abandon, sell, lease, transfer, assign, convey, or alter the point of diversion or place any of its downstream consumption rights in a manner which could adversely affect Assignee's rights to use the water for power unless previously consented to in writing by Assignee.

7.13 Exhibits: Any underlying documents incorporated in the Exhibits referred to in this Agreement are true and correct copies, and there are no amendments or modifications thereto.

7.14 Brokers: Assignor has not engaged in any broker, finder, or agent, with respect to any transaction contemplated by this Agreement and shall indemnify and hold Assignee harmless against all claims, and expenses arising out of the same.

7.15 Information: None of the representations made by Assignor or Assignor's directors, officers, or shareholders to Assignee concerning the Project whether furnished prior to, at, or subsequent to the date hereof does or will to best of Assignor's knowledge contain any untrue statement of a material fact and does or will omit to state any material fact necessary to make any such statement, in light of the circumstances under which such statement is made, misleading.

7.16 Survival: The agreements, covenants, conditions, representations and warranties contained in this Agreement or in any instruments, certificates, opinions or other writings required by this Agreement shall survive this Agreement and the delivery of the consideration.

7.17 Financing: Assignee may pledge or grant security interests to third parties in the Appurtenant Rights to finance or in connection with the financing of the Facility.

VIII. WARRANTIES AND OBLIGATIONS OF ASSIGNEE

Assignee hereby represents and warrants to Assignor each of the following and agrees with Assignor as follows:

8.1 Best Efforts: Assignee will make every reasonable and timely effort to develop the Facility. Assignee understands that construction of the Facility must begin within two years after issuance of the FERC License and be completed within two years after construction commences.

8.2 Capability: Assignee will provide the experience, skill and technical capability reasonably and commercially sufficient to undertake the development of the Project and in the construction and operation of the Facility.

8.3 Existence: Assignee is a corporation in good standing under and pursuant to the laws of the state of Idaho and has full authority and capability of entering into this Agreement.

8.4 Obligations: By this Agreement, Assignee shall and does hereby assume the following obligations;

a. to provide capital for the development of the Project;

b. to undertake the construction of the Facility and all related and necessary improvements at its own cost and expense;

c. to perform the technical studies necessary for completion of the Project not already completed;

d. to undertake all obligations and do all acts as required by this Agreement.

8.5 Brokers: Assignee shall be responsible for the payment of any fee of any broker, finder, or agent which it has engaged with respect to any transaction contemplated by this Agreement.

8.6 Indemnification: Assignee shall during the period of its ownership of the Facility indemnify and hold Assignor and McCammon Ditch Company and Portneuf-Marsh Valley Canal Company, Ltd. free and harmless from any and all claim or liability, including counsel fees and costs and expenses, for damages arising in or about the plant and appurtenant facilities and in any way in connection with the use or operation by Assignee, whether for injury to person or persons, or for damage to property or the death of any person or by the loss of any property, by whomsoever asserted. Provided however, in no event shall this Section 8.6 be construed to make Assignee liable for the fault or negligence of Assignor, McCammon Ditch Company or Portneuf-Marsh Valley Canal Company, Ltd.

IX. GENERAL

9.1 Authorization: Each individual executing this Agreement on behalf of a corporation represents or warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such corporation in accordance with the duly adopted resolution of the Board of Directors of such corporation and this Agreement is binding upon such corporation in accordance with its terms. Within 30 days of execution of this Agreement such corporation shall deliver to the other party a certified copy of the resolution of the Board of Directors of such corporation authorizing or ratifying the execution of this Agreement.

9.2 Relationship of Parties: Only the relationship of purchaser and seller are intended by this Agreement. No joint venture, partnership, employment or agency relationship is intended or shall result from this Agreement. The parties hereto act for themselves alone and not for others in performing any acts called for under this Agreement.

9.3 Specific Performance: The parties hereby declare that it is impossible to measure in money the damages which will accrue to either Assignor or Assignee by reason of a failure to perform any of the obligations under this Agreement and that the remedy of Assignor for a breach of this Agreement is not adequate at law. Therefore either Assignor or Assignee may enforce the rights hereunder by injunction proceeding, proceeding for specific performance, or other equitable proceedings, and in the

event of such actions or proceeding to enforce specific provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that the party bringing the action has an adequate remedy at law, and such person shall not urge in any action or proceeding that such remedy at law exists.

9.4 Expense of Parties: Except as provided in this Agreement, each of the parties to this Agreement shall bear their own respective expenses incurred by or on behalf it in connection with the transactions contemplated by this Agreement.

9.5 Assignment: With the exception of financing for construction purposes, neither party may transfer or assign all or any part of its interest in this Agreement and/or the Project without the other party's written consent which consent shall not be unreasonably withheld. Any transferee, assignee, sublessee, or successor in interest specifically agrees to be bound by the provisions of this Agreement. Such transfer shall not operate to relieve the transferring party of its liability under this Agreement unless such release is specifically consented to in writing by the other party.

9.6 Right of First Refusal: In the event Assignee receives an offer from a third party for the purchase of all or any part of the Plant and Appurtenant Facilities, or Assignor receives an offer from a third party for purchase of its assets, before making such sale, the party receiving the offer (hereinafter referred to as the "Selling Party") must first notify the other

party (hereinafter referred to as the "Optionee") of all terms of such offer. From the effective date of such notice, the Optionee shall have a right of first refusal and option to purchase the same for a period of 60 days upon the same terms and conditions as the offer. In the event Optionee fails to exercise it's option within said 60 day period, the Optionee's option shall expire and Selling Party may sell the same to the third party upon such terms and conditions as were contained in the notice. This provision shall apply to a sale of assets to be effectuated by a transfer of stock in either party as well as a direct sale of assets.

9.7 Governing Law: This Agreement shall be governed by the laws of the State of Idaho.

9.8 Attorney Fees: In the event that either of the parties hereto shall institute any action or proceeding against the other party relating to this Agreement, the unsuccessful party in such action or proceeding shall reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable Attorney fees.

9.9 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

9.10 Severability: If any provisions of this Agreement or its application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or

the application of such provision to such person or circumstance, other than those as to which it is determined invalid, illegal or unenforceable, shall not be affected, and each other provision of this Agreement shall be valid and legal and shall be enforced to the fullest extent permitted by law. It is the intention of the parties that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable there shall be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

9.11 Execution of Other Documents: Both parties agree to execute any other documents reasonably required to fully perform the intent of this Agreement. This obligation on the part of the Assignor to execute such other documents shall not include any documents whereby the Assignor assumes any liabilities, gives any warranties, makes any claims, or subjects itself to any risks not already agreed to or provided for in this Agreement.

9.12 Lenders' Liens and Bonds: Any lenders' liens shall be confined by Assignee and the lender to Assignee's interest in the Project and Facility only. The Assignor shall be named as co-beneficiary of any performance bonds required of the Assignee by lenders.

9.13 Waiver: The failure of either party at any time to seek redress for any violation of this Agreement or any applicable law or regulation or to insist upon the strict

performance of any term or condition shall not prevent any subsequent act or omission of the same or similar nature which would have originally constituted a breach or default of this Agreement from having all the force and effect of an original breach or default, and such subsequent act or omission may be proceeded against to the fullest extent approved by this Agreement. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by such party.

9.14 Captions: The captions of this Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.

9.15 Further Instruments: Each of the parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the complete satisfaction of the conditions of this Agreement. Upon the request of either party at any time the other party shall execute or re-execute and file any additional instruments and furnish any additional data as may be reasonably necessary or desirable to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.16 Survival: The covenants, representations and warranties herein contained shall survive the execution of the

warranty deeds and easements hereof and shall extend for the term of this Agreement.

9.17 Notice: All notices, demands, request, election, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, mail or telegram. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the address set forth below. Notice by mail shall be deemed effective four (4) business days after depositing such notice, first class, certified or registered mail, postage prepaid, properly stamped and sealed with the United States Postal Service, addressed as set forth below, regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the address set forth below, or at such other address as is later provided by either party to the other in writing:

Marsh Valley Development, Inc.
c/o Ted S. Sorenson
2988 Tipperary Lane
Idaho Falls, ID 83404

Marsh Valley Hydroelectric Company
c/o Randall C. Budge, Esq.
Racine, Olson, Nye, Cooper & Budge, Chartered
Center Plaza-Corner First & Center
P. O. Box 1391
Pocatello, ID 83204

DATED: Feb. 23rd, 1988

MARSH VALLEY HYDROELECTRIC COMPANY

By Lyndon Green Pres.

its: ASSIGNOR

Attest:

Keith Bennett V.P.
MARSH VALLEY HYDROELECTRIC
COMPANY

MARSH VALLEY DEVELOPMENT, INC.

By T. J. H. H. H. H.

its: President
ASSIGNEE

Attest:

John Brown
MARSH VALLEY DEVELOPMENT, INC.

CONSENT OF McCAMMON DITCH COMPANY AND
PORTNEUF-MARSH VALLEY CANAL COMPANY, LTD.

The undersigned, McCammon Ditch Company and Portneuf Marsh Valley Canal Company, Ltd., each a non-profit corporation duly organized and existing under the laws of the State of Idaho, for themselves, their successors and assigns, do hereby consent to that certain "Agreement for Assignment of Assets and Payment of Royalties" (hereinafter referred to as the "Agreement") entered into on February 23rd, 1988 between Marsh Valley Hydroelectric Company and Marsh Valley Development Company, Inc., a copy of which is attached hereto. This consent is given in consideration of certain improvements to be made by reason of the Project in the undersigned's canal and diversion structure and in consideration of the sharing of maintenance expense by Marsh Valley Development Company, Inc. as set forth in Sections 6.1 and 6.2 of the Agreement. The undersigned specifically agrees to the provisions of Section 6.4 of the Agreement and such other portions of the Agreement that reasonably relate to the undersigned, such as provisions relating to assets to be transferred to the Assignee under the Agreement which may be in the name of or owned by the undersigned or provisions agreeing to assist and execute such other documents as may be necessary to effectuate the Agreement.

DATED this 23rd day of February, 1988.

Lyndon Green
President
McCAMMON DITCH COMPANY

Attest:

Robert A. Henderson
McCAMMON DITCH COMPANY

Keith Bennett
President
PORTNEUF-MARSH VALLEY CANAL
COMPANY, LTD.

Attest:

John Brown
PORTNEUF-MARSH VALLEY CANAL
COMPANY, LTD.

EXHIBIT "C"

PORTNEUF RIVER SETTLEMENT AGREEMENT

ADDENDUM AGREEMENT

MARSH VALLEY HYDROELECTRIC PROJECT

AGREEMENT made and entered into May 14, 1992, by and between MARSH VALLEY HYDROELECTRIC CO., an Idaho corporation with its principal place of business at McCammon, Idaho (hereinafter referred to as "Assignor"), MARSH VALLEY DEVELOPMENT, INC., whose address is 2988 Tipperary Lane, Idaho Falls, Idaho 83404 (hereinafter referred to as "Assignee"), McCAMMON DITCH COMPANY, an Idaho non-profit corporation (hereinafter referred to as "McCammon Ditch"), and PORTNEUF-MARSH VALLEY CANAL CO., LTD., an Idaho non-profit corporation (hereinafter referred to as "Portneuf-Marsh Valley Canal").

RECITALS:

WHEREAS, on February 23, 1988, Assignor and Assignee entered into an "Agreement for Assignment of Assets and Payment of Royalties" ("Agreement") for the purpose of developing what is commonly known as the Marsh Valley Hydroelectric Project; and

WHEREAS, McCammon Ditch and Portneuf-Marsh Valley Canal gave their consent to said Agreement in consideration for certain canal and diversion structure improvements to be made by reason of the project and in consideration of the sharing of maintenance expense as set forth in the Agreement; and

WHEREAS, Assignee is ready to proceed with the construction and development of the project, having secured a FERC license, Power Purchase Agreement, Water Right Permits, financing, etc., and desires to schedule a designated time for closing for Assignor to transfer the real estate and assign its other assets as contemplated by parts II and III of the Agreement; and

WHEREAS, the parties desire to enter into this Addendum Agreement to specify the improvements to be made by Assignee to the canal and diversion structure of Portneuf-Marsh Valley Canal, clarify their intentions under the original Agreement and address and resolve other issues raised between the parties in conjunction with the development of the project.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. CLOSING DATE: The date this Addendum Agreement is executed by all parties shall be the designated time for closing pursuant to Parts II and III of the original Agreement dated February 23, 1988. Accordingly, upon execution of this Addendum Agreement, Assignor shall execute and deliver to Assignee all documents necessary to transfer title to the real estate, Power Purchase Agreement, FERC license, water rights and all other appurtenant rights.

2. IRRIGATION AND STOCK WATER RIGHTS: In addition to the priority irrigation water rights of McCammon Ditch and Portneuf-Marsh Valley Canal described in paragraph 6.4 of the Agreement, the parties acknowledge and agree that during the non-irrigation season, being prior to April 15 and after September 15 of each year, when the entire available water flow is diverted to the power plant, a minimum water flow will be passed by the power plant as necessary to provide adequate stock water to the shareholders of Portneuf-Marsh Valley Canal and McCammon Ditch Company as may be required to satisfy their historic stock water rights during the non-irrigation season. The amount of water bypassed for stock water purposes shall be kept to the minimum amount necessary and shall not exceed the maximum quantities required for stock watering as defined by the Idaho Department of Water Resources.

3. MINIMUM STREAM FLOW: It is understood and agreed that Assignee is required to maintain a minimum stream flow in the Portneuf River below the McCammon Ditch Company diversion structure (as measured at gauge located just upstream of powerhouse) of 10 cfs year round as a condition of obtaining the water permits, FERC license and approval of regulatory agencies. The parties acknowledge and agree to abide by such minimum flow requirement.

4. INSURANCE AND INDEMNIFICATION: This paragraph supersedes and replaces paragraph 6.5 Insurance contained in the original Agreement, to-wit:

During construction, Assignee shall maintain in full force and effect appropriate builder's, "all risks" coverage for the project for physical loss and damage.

At all times during the term of the Agreement, Assignee agrees to carry and maintain in full force and effect at its sole expense, general liability insurance in an amount not less than \$1 million combined single limit or equivalent for bodily injury, personal injury and property damage.

Before construction is started, and continuously thereafter during the term of this Agreement, Assignee shall furnish Assignor, McCammon Ditch and Portneuf-Marsh Valley Canal, with certificates of insurance and shall furnish each with copies of the insurance policies as soon as the same are received from the insurance companies. Such policies shall provide that the insurers waive subrogation rights against Assignor, McCammon Ditch and Portneuf-Marsh Valley Canal and shall name Assignor, McCammon Ditch, and Portneuf-Marsh Valley Canal as additional insureds.

To the extent of any general liability insurance maintained by Assignor, McCammon Ditch, and/or Portneuf-Marsh Valley Canal covering the diversion structure, canal, power plant and related facilities, such policy shall provide that the insurers waive subrogation rights against Assignee and shall name Assignee as an additional insured, the purpose and objective being to preclude subrogation claims by such insurers against Assignee and its insurers.

5. CONSTRUCTION OF THE FACILITY: Regarding the construction of the facility as set forth in Paragraph 6.1 of the Agreement, the parties acknowledge and agree that the canal intake gates need replacement. Since Assignee does not presently have the financial resources to permit replacement at this time, Assignee agrees and hereby commits to replace the canal intake headgates as soon as practicable after the plant is operational and good water conditions exist. This Addendum Agreement does not determine who pays the cost of replacement of the canal intake gates, which will have to be later determined at the time of replacement based upon the 1988 Agreement, or as may otherwise be negotiated

or agreed to between the parties at that time.

6. OPERATION AND MAINTENANCE: Regarding the operation and maintenance as set forth in Paragraph 6.2 of the Agreement, the first sentence of the fifth full paragraph of Paragraph 6.2 (located at the top of page 11) is deleted in its entirety and the following sentence is substituted:

"All maintenance and repair costs relating to the canal from the point of diversion at the Portneuf River to Assignee's power plant site and all related diversion structures shall be paid one hundred percent (100%) by Assignee for the first three (3) years of operation; and, thereafter paid seventy-five percent (75%) by Assignee and twenty-five percent (25%) by Marsh Valley Hydro Electric Company."

Additionally, the following provisions shall be added to paragraph 6.2 of the Agreement:

The plant operator employed by Assignor to perform Assignor's responsibility for the physical operation and routine preventative operating maintenance of the facility shall be an individual with general knowledge and experience in the operation of irrigation pumps and equipment and capable to perform the following required tasks:

- (1) Daily check:
 - a. Canal diversion structures and gates;
 - b. Penstock intake - clean trash racks;
 - c. Power house bearing temperatures, generator temperatures, turbine adjustment (approximate time - one-half hour/day on site).
- (2) Annually change oil on bearings (approximately 8 hours/year).
- (3) On call 24 hours a day, 7 days a week, for plant re-start when kicked off line.
- (4) Other minor maintenance and checks as necessary, i.e., sweep floors, check batteries, adjust ventilation, etc.

If the plant operator selected by Assignor is unreliable, incompetent, or unable to perform the above-described daily and annual operation requirements, upon the request of Assignee, Assignor will replace such plant operator.

It is understood and agreed that the diversion structure in the Portneuf River, intake structure, canal and associated easements, rights-of-way and appurtenances are owned by Portneuf-Marsh Valley Canal and will be utilized in the development and operation of the project. In addition to Assignor's and Assignee's responsibilities for the operation and maintenance of the facilities as defined in paragraph 6.2 of the Agreement, Assignee agreed to make certain improvements at its expense to the diversion structure and canal of Portneuf-Marsh Valley Canal in consideration for the continued use of those facilities during the term of the Agreement and to obtain the consent of Portneuf-Marsh Valley Canal and McCammon Ditch Company as attached to the Agreement. Having examined and surveyed these facilities, the parties desire to set forth in this Addendum Agreement more specifically the improvements to be made to such facilities as follows:

(1) Assignee agrees to clean, widen and deepen the canal as needed to restore and increase the carrying capacity.

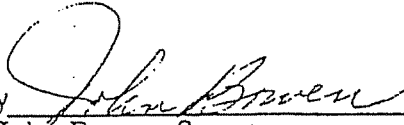
(2) Assignee agrees to repair and restore the 5 bays which comprise the diversion structure in the river and to design and install new gates in each of a screw type to permit them to be readily raised and lowered as necessary.

(3) The existing overflow structures previously designed and approved by the Army Corp of Engineers will be left intact without modification.

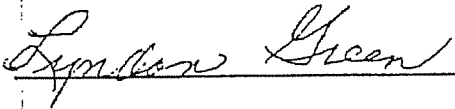
7. EXISTING AGREEMENT: The existing Agreement between the parties dated February 23, 1988, is hereby reaffirmed and shall remain in full force and effect without change, except as modified by this Addendum Agreement.

DATED this 14th day of May, 1992.

MARSH VALLEY HYDRO ELECTRIC CO.

By 
John Bowen, Secretary

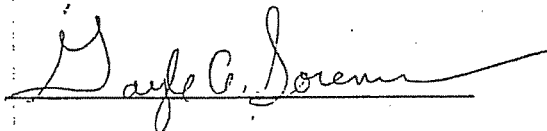
ATTEST:



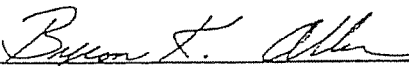
MARSH VALLEY DEVELOPMENT, INC.

By 
Ted S. Sorenson, President

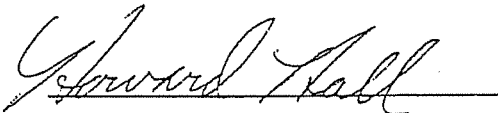
ATTEST:



McCAMMON DITCH COMPANY

By 
Byron Allen, President

ATTEST:



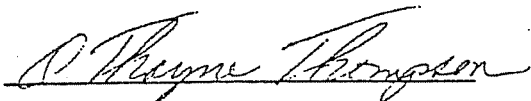
ADDENDUM AGREEMENT - 6

POCATELLO000649

PORTNEUF-MARSH VALLEY CANAL CO.

By 
ERVIN GILBERT, President

ATTEST:



PORTNEUF RIVER SETTLEMENT AGREEMENT
BASIN 29: PORTNEUF RIVER

THIS PORTNEUF RIVER SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 23rd day of March, 2005, PORTNEUF-MARSH VALLEY CANAL COMPANY, McCAMMON DITCH COMPANY, PORTNEUF IRRIGATING COMPANY, LAVA IRRIGATION COMPANY, DEMPSEY IRRIGATING COMPANY, TOPAZ IRRIGATION COMPANY, INDIAN FALLS PROPERTY ASSOCIATION/INDIAN FALLS WATER USERS ASSOCIATION, FISH CREEK IRRIGATING COMPANY (referred to collectively as the "Canal Companies"), and the individual parties whose names are set forth upon the signature page. The foregoing are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

A. The water rights in the Portneuf River and its tributaries (Basin 29) are being adjudicated in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Case No. 39576 in the Matter of the Snake River Basin Adjudication ("SRBA").

B. The parties have submitted water right claims in the Portneuf River Basin 29 in the pending SRBA, IDWR has submitted Water Right Recommendations in the Basin 29 Director's Report filed with the SRBA District Court in July 2003 with respect to each of said claims and certain parties have filed objections thereto.

C. The parties desire to enter into this Agreement for the purpose of fully compromising and settling all of their pending claims and objections in Portneuf River Basin 29.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED among the parties as follows:

1. Extended Irrigation Season.

All extended irrigation season water right claims submitted by the parties as recommended by IDWR are approved with a period of use commencing April 1 and ending April 14 (the "early season") and September 16 and ending October 31 (the "late season") each year, and shall be partially decreed by the Court accordingly. After October 31 each year, all headgates will be closed and no water may be diverted, excepting only the diversion of quantities as may be necessary to supply stock water rights that are partially decreed.

2. Administration by Division.

For the purpose of administering and delivering all water rights in Portneuf River Basin 29, the Portneuf River will be divided at the Topaz Gauge and administered in two separate reaches. The reach above the Topaz Gauge will be known as the "Upper Division", and the reach below the Topaz Gauge will be known as the "Lower Division".

3. Minimum Stream Flow at Topaz Gauge.

A minimum stream flow will be established in the manner described below and maintained at the Topaz Gauge each year for purposes of administering and delivering water during the late irrigation season. Above the minimum flow level at the Topaz Gauge, late season water rights in the Upper Division may be diverted and delivered as decreed without restriction. Below the minimum flow level at Topaz, water rights in the Upper Division will be subject to administration and curtailment by the water master as necessary to maintain the established minimum flow at Topaz during the late irrigation season.

The minimum stream flow level at Topaz will be established annually in the following manner. First, the average flow at the Topaz Gauge will be determined as of the end of the normal irrigation season, September 15, by averaging the 15th and preceding four days of flows, i.e., September 11-15, to establish the base flow each year. The base flow calculation will be "net" of Chesterfield Reservoir storage as further described in 3(g) below. The base flow will be reduced by the historic depletion in flow at the Topaz Gauge station, 17.4 cfs, during the late

irrigation season from September 20 through October 31. Each year this 17.4 cfs depletion amount will be subtracted from the average 9/11-9/15 base flow at Topaz Gauge to establish the minimum flow at Topaz to be used for purposes of administration by the Watermaster during the late season of use, provided that regulation shall be conducted on a five-year running average as described below.

The five-year running average regulation will be conducted as follows:

(a) On September 15, determine the average of Topaz Gauge flows from September 11 through September 15. If flows at Topaz Gauge are affected by local rainfall or Lava hydro plant impact events during this period, the Watermaster should remove such effects from the calculations in consultation with IDWR.

(b) Allow the late-season irrigation flows to equilibrate from September 16 through September 19.

(c) If on September 20 the drop in flow at the Topaz Gauge (as compared with the September 11-15 average) exceeds 17.4 cfs, then compute the average drops for the four previous years using the same method outlined above.

(d) If the average drop on this date for the previous four years equals or exceeds 17.4 cfs, then regulate irrigation diversions of upstream signatories, to reduce the flow reduction to not exceed 17.4 cfs at the Topaz Gauge.

(e) If the average drop on this date for the previous four years is less than 17.4 cfs, the Upper Division rightholders may divert water in accordance with their respective decreed rights.

(f) Repeat steps (c) and (d) for each day until late season irrigation is discontinued, no later than October 31.

(g) The minimum flow calculation will be "net" of Chesterfield Reservoir storage. Stated another way, the releases of storage water from Chesterfield Reservoir will be subtracted from the flows at the Topaz Gauge, including consideration of time of travel and assuming negligible shrink.

4. Allocation Within Each Division.

Water available during the normal irrigation season from April 15 through September 15 shall be allocated and delivered to the parties in accordance with their water rights as partially decreed.

Water available in the Upper Division during the extended irrigation season will be allocated to those Parties holding extended season irrigation rights in the Upper Division in the manner in which they agree. Water available in the Lower Division for allocation during the extended irrigation season will be allocated among the Parties holding extended season irrigation rights in the Lower Division in the manner in which they agree. During the extended season, no water right holder in the Portneuf River and tributaries above Topaz can make a call on any water right holder in the Portneuf River and tributaries below the Topaz Gauge; and, no water right holder in the Portneuf River and tributaries below the Topaz Gauge can make a call on any water right holder in the Portneuf River and tributaries above the Topaz Gauge. This allocation agreement shall apply only to the parties to this Agreement with regard to the water rights covered by this Agreement.

5. East and West Bob Tributaries.

Those Parties with water rights in East Bob Creek and West Bob Creek which are tributary to the Portneuf River immediately below the Topaz Gauge will have their late irrigation season water rights administered and delivered as if they were in the Upper Division. Accordingly, these Parties' late season rights may be subject to curtailment at the same times and in the same percentages as water right holders in the Upper Division may be curtailed during the extended irrigation season, subject to the following limitations:

5.1 If the amount of water contributed to the Portneuf River by West Bob Creek after curtailment is less than 0.50 cfs, measured above the springs located in NENE Section 22, T09S R37EB.M., it shall be deemed a futile call and not subject to any curtailment.

5.2 Water right no. 29-11681 diverted from East Bob Smith Creek shall be allowed to divert 2 cfs or its pro-rated share of irrigation water rights diverted in the lower reach, whichever is greater.

6. Diversion Structure Modification.

Water right holders in the Upper Division may repair, maintain or replace diversion structures as needed; provided, however, that no modification or replacement may occur which increases the diversion capacity beyond the presently existing capacity of such structure.

7. Withdrawal of Objections.

All objections of all parties to all water right claims in Basin 29, including in-season and extended-season claims and objections, are withdrawn.

8. Partial Decrees.

All of the Parties' water rights, including extended season water rights, shall be partially decreed by the Court as reflected in the attached water right descriptions which are attached hereto and incorporated by this reference.

9. Capacity to Execute Agreement.

The Parties warrant and represent that the person executing this Agreement is empowered to do so on behalf of each company or entity and thereby binds such entity by signing this Agreement.

10. Waivers.

The failure to object to any breach of any term or condition in this Agreement shall not constitute a waiver and no failure to object shall be deemed a waiver of any prior to subsequent breach.

11. Entirety of Agreement.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and oral agreements. No promise or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance on any statement or representation by any other Party or their agent.

12. Modification.

This Agreement may amended or modified only by a written agreement signed by each of the Parties to this Agreement.

13. Execution of Agreement in Parts.

Due to time constraints and practicalities, the Parties acknowledge it is not possible to have all parties sign the same copy of this Agreement at the same time. Therefore, the Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Signatures.

In witness whereof, the Parties to this Agreement through their duly-authorized representatives have executed this Agreement and certify that they have read, understood and agree to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

PORTNEUF-MARSH VALLEY CANAL CO.

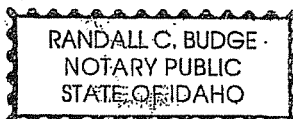
STATE OF IDAHO)
County of Bannock) ss.

On this 21st day of April, in the year of 2005, before me Randall C. Budge, personally appeared Ellis Gilbert known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

DATED this 21st day of April, 2005.



SUBSCRIBED AND SWORN before me this 21 day of April, 2005.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
My commission expires: 10/21/2006

McCAMMON DITCH COMPANY

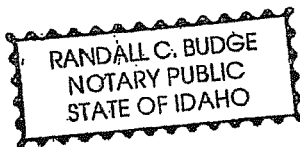
STATE OF IDAHO)
County of Bannock) ss.

On this 21st day of April, in the year of 2005, before me Randall C. Budge, personally appeared Byron K. Allen known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

DATED this 21st day of April, 2005.

Byron K. Allen

SUBSCRIBED AND SWORN before me this 21st day of April, 2005.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID.
My commission expires: 10/21/2006

PORTNEUF IRRIGATING COMPANY

STATE OF IDAHO)
) ss.
County of Bannock)

On this 21st day of April, in the year of 2005, before me
Randall C. Budge, personally appeared Christopher F. Robinson known
or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

DATED this 21st day of April, 2005.

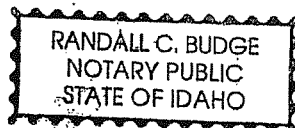
PORTNEUF IRRIGATING COMPANY
By: Christopher F. Robinson, President

SUBSCRIBED AND SWORN before me this 21 day of April, 2005.

Attest:

Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
My commission expires: 10/11/2006

James L. Sullivan
Secretary



MARSH VALLEY DEVELOPMENT COMPANY

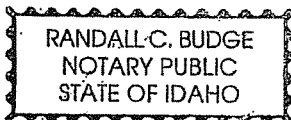
STATE OF IDAHO)
County of Bannock) ss.

On this 21st day of April, in the year of 2005, before me
Randall C. Budge, personally appeared, Ted S. Sorenson known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 21 day of April, 2005.

Ted S. Sorenson

SUBSCRIBED AND SWORN before me this 21st day of April, 2005.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Id.
My commission expires: 10/11/2006

LAVA IRRIGATION COMPANY

STATE OF IDAHO)
) ss.
County of Madison)

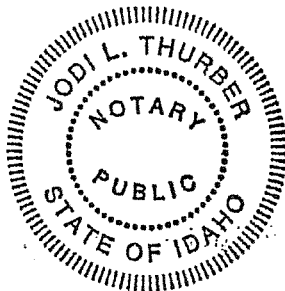
On this 12th day of April, in the year of 2005, before me Jodi L. Thurber, personally appeared Kirk Irick known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

DATED this 12th day of April, 2005.

Kirk Irick

Kirk Irick

SUBSCRIBED AND SWORN before me this 12th day of April, 2005.



Jodi L. THURBER

NOTARY PUBLIC FOR IDAHO

Residing at: Rexburg, Idaho

My commission expires: 6-26-06

DEMPSEY IRRIGATING COMPANY

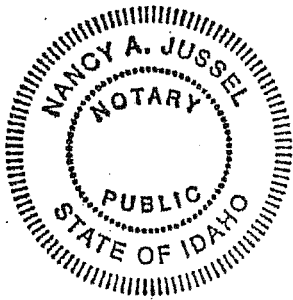
STATE OF IDAHO)
) ss.
County of Bannock)

On this 28th day of March, in the year of 2005, before me
Nancy Jusseil, personally appeared Dan Dimick known
or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

DATED this 28 day of March, 2005.

Dan N. Dimick Pres.

SUBSCRIBED AND SWORN before me this 28th day of March, 2005.



Nancy Jusseil
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

TOPAZ IRRIGATION COMPANY

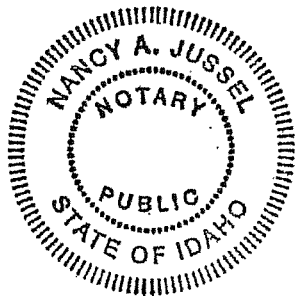
STATE OF IDAHO)
) ss.
County of Bannock)

On this 29th day of March, in the year of 2005, before me
Nancy Juscel, personally appeared gene Fagnant known
or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

DATED this 29 day of March, 2005.

Gene Fagnant

SUBSCRIBED AND SWORN before me this 29th day of March, 2005.



Nancy Juscel
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

INDIAN FALLS PROPERTY ASSOCIATION/
INDIAN FALLS WATER USERS ASSOCIATION

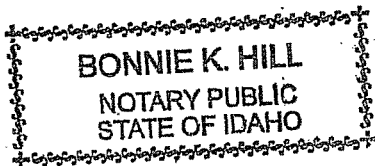
STATE OF IDAHO)
) ss.
County of Bannock)

On this 23 day of March, in the year of 2005, before me
~~By~~ Bonnie K. Hill, personally appeared Earl C. Mapes known
or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

DATED this 23 day of March, 2005.

Earl C Mapes

SUBSCRIBED AND SWORN before me this 23 day of March, 2005.



Bonnie K. Hill
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2-2-07

FISH CREEK IRRIGATING COMPANY

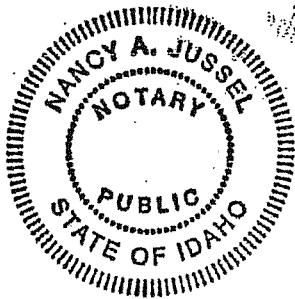
STATE OF IDAHO)
) ss.
County of Bannock)

On this 28th day of March, in the year of 2005, before me Nancy Jussek, personally appeared Wallace R. Whitehead known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

DATED this 28 day of March, 2005.

Wallace R. Whitehead

SUBSCRIBED AND SWORN before me this 28 day of March, 2005.



Nancy Jussek
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

INDIVIDUAL SIGNATORY PARTIES

I. GLENN PERKINS
MARY D. PERKINS

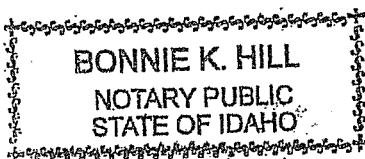
STATE OF IDAHO)
) ss.
County of Bannock)

On this 7th day of April, in the year of 2005, before me
Bonnie K. Hill, personally appeared, Glenn Perkins known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 7 day of April, 2005.

Glenn Perkins

SUBSCRIBED AND SWORN before me this 7 day of April, 2005.



Bonnie K. Hill
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2-2-07

BARBARA W. KEVAN

STATE OF IDAHO

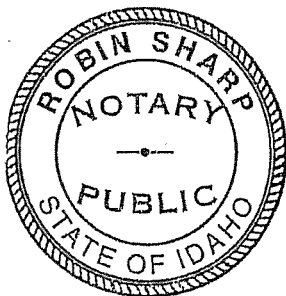
County of Twin Falls)
) ss.

On this 28 day of March, in the year of 2005, before me
Robin Sharp, personally appeared, Barbara W Kevan known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 28 day of March, 2005.

Barbara W. Kevan

SUBSCRIBED AND SWORN before me this 28 day of March, 2005.



Robin Sharp

NOTARY PUBLIC FOR IDAHO

Residing at: Twin Falls Idaho

My commission expires: 8/14/08

LYNDEN SYMONS
CANDICE SYMONS

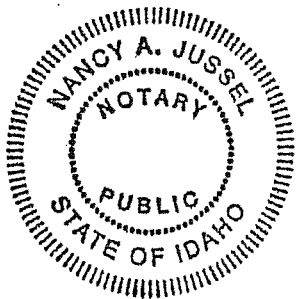
STATE OF IDAHO)
) ss.
County of Bannock)

On this 31st day of March, in the year of 2005, before me
Nancy Jusse, personally appeared, Lynden Symons known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 31 day of March, 2005.

Lynden Symons

SUBSCRIBED AND SWORN before me this 31st day of March, 2005.



Nancy Jusse
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

DAVID LEE LOSEE

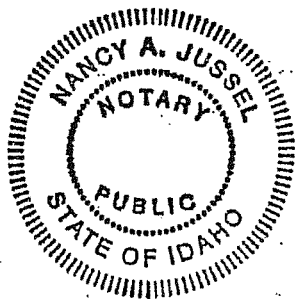
STATE OF IDAHO)
) ss.
County of Bannock)

On this 25th day of March, in the year of 2005, before me
Nancy Juscel, personally appeared, David Losee known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 25th day of March, 2005.

David Losee

SUBSCRIBED AND SWORN before me this 25th day of March, 2005.



Nancy Juscel
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

LYNN W. STEWART
MARGIE H. STEWART

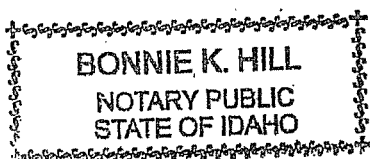
STATE OF IDAHO)
) ss.
County of Bannock)

On this 8th day of April, in the year of 2005, before me
Bonnie Hill, personally appeared, Lynn Stewart known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 8 day of April, 2005.



SUBSCRIBED AND SWORN before me this 8 day of April, 2005.



Bonnie K. Hill
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2-2-07

FAGNANT & OLSON RANCH, LLC

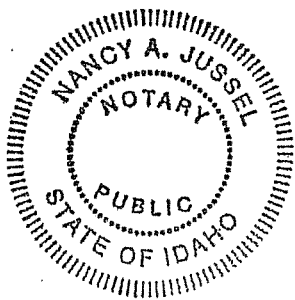
STATE OF IDAHO)
) ss.
County of Bannock)

On this 29th day of March, in the year of 2005, before me
Nancy Jusiel, personally appeared, Gene Fagnant known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 29 day of March, 2005.

Gene Fagnant

SUBSCRIBED AND SWORN before me this 29th day of March, 2005.



Nancy Jusiel
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 2/23/11

CARL L. PHILLIPS
NOLA RAE PHILLIPS

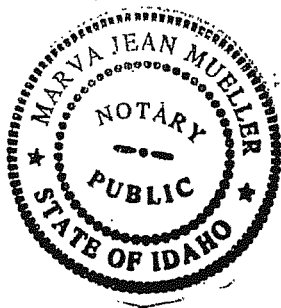
STATE OF IDAHO)
) ss.
County of Bingham)

On this 12 day of April, in the year of 2005, before me
Marva Jean Carl L. Phillips, personally appeared, Carl L. Phillips known
Mueller or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 12 day of April, 2005.

Carl L. Phillips

SUBSCRIBED AND SWORN before me this 12 day of April, 2005.



Marva Jean Mueller
NOTARY PUBLIC FOR IDAHO
Residing at: American Fork
My commission expires: 3-8-2011

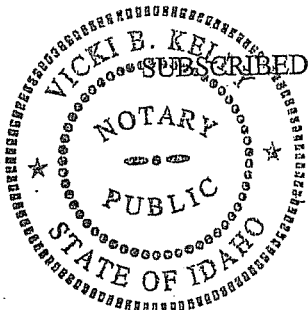
JIM ANDRUS, KENNETH D. ANDRUS, COLLEEN L. ANDRUS

STATE OF IDAHO)
) ss.
County of Ada)

On this 5TH day of April, in the year of 2005, before me
Vicki B. Kelly, personally appeared, Kenneth Andrus known or
identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he / she executed the same.

DATED this 5 day of Apr., 2005.

Kenneth Andrus



SUBSCRIBED AND SWORN before me this 5TH day of April, 2005.

Vicki B. Kelly
NOTARY PUBLIC FOR IDAHO
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, in the year of 2005, before me
_____, personally appeared, _____ known or
identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he / she executed the same.

DATED this ____ day of _____, 2005.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2005.

NOTARY PUBLIC FOR IDAHO
Residing at:
My commission expires:

RONNIE D. TILLOTSON
SHERRILL TILLOTSON

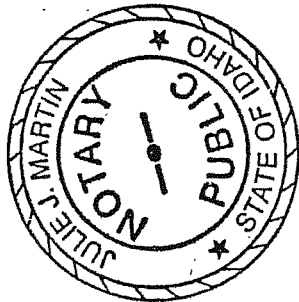
STATE OF IDAHO)
) ss.
County of Bannock)

On this 11th day of April, in the year of 2005, before me
Julie Martin, personally appeared, Ronnie Tillotson known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 11 day of April, 2005.

Ronnie D Tillotson

SUBSCRIBED AND SWORN before me this 11th day of April, 2005.



Julie J. Martin
NOTARY PUBLIC FOR IDAHO
Residing at: Blackfoot
My commission expires: 11-01-06

AMBER HALL

JASON HALL

Amber Hall
Jason W. Hall

STATE OF IDAHO)

) ss.

County of Bannock)

On this 13 day of APRIL, in the year of 2005, before me
Renee morio, personally appeared, Jason Hall, Amber Hall known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

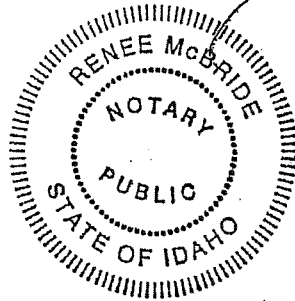
DATED this 13 day of April, 2005.

SUBSCRIBED AND SWORN before me this 13 day of April, 2005.

FROM : RIGBY-THATCHER LAW OFFICES

FAX NO. : 2083560768

Apr. 13 2005 10:48AM P3



NOTARY PUBLIC FOR IDAHO

Residing at: *haver hat spring*

My commission expires: *May 31, 2006*

RUSSELL GUNTER
NATALIE GUNTER

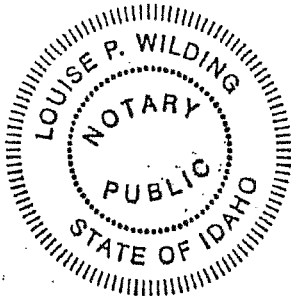
STATE OF IDAHO)
County of Bannock) ss.

On this 14th day of April, in the year of 2005, before me
Louise P. Wilding, personally appeared, Natalie & Russell Gunter known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 14th day of April, 2005.

Natalie H. Gunter Russell V. Gunter

SUBSCRIBED AND SWORN before me this 14th day of April, 2005.



Louise P. Wilding
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My commission expires:
1-16-08

ROBERT E. RUSH
EVELEE HILL RUSH

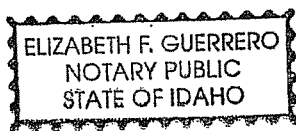
STATE OF IDAHO)
) ss.
County of Bannock)

On this 21st day of April, in the year of 2005, before me
Elizabeth guerrero, personally appeared, Evelee Rush known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 21 day of April, 2005.

Evelee Hill Rush

SUBSCRIBED AND SWORN before me this 21 day of April, 2005.



Elizabeth F. Guerrero
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Id
My commission expires: 8/29/09

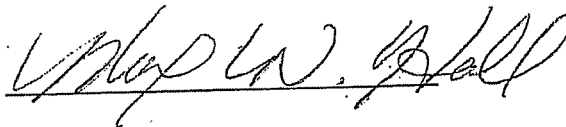
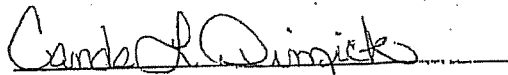
MAX W. HALL

STATE OF IDAHO)

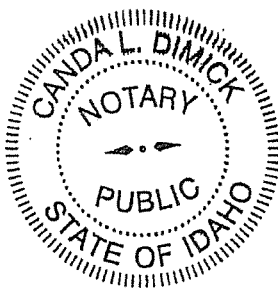
) ss.

County of Bannock)

On this 13th day of April, in the year of 2005, before me
Canda L Dimick, personally appeared, Max W. Hall known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 13th day of April, 2005.SUBSCRIBED AND SWORN before me this 13th day of April, 2005.

NOTARY PUBLIC FOR IDAHO

Residing at: Glenn Hot SpringsMy commission expires: 5/07/2009

JEFFREY F. HARRIS

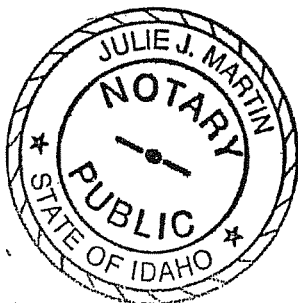
STATE OF IDAHO)
) ss.
County of Bannock)

On this 4th day of April, in the year of 2005, before me
Julie Martin, personally appeared, Jeffrey F. Harris known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 4 day of April, 2005.

Jeffrey F. Harris

SUBSCRIBED AND SWORN before me this 4th day of April, 2005.



Julie J. Martin
NOTARY PUBLIC FOR IDAHO
Residing at: Blackfoot, Idaho
My commission expires: 11-01-06

LARRY NAEF
LANA NAEF

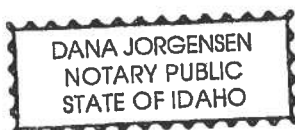
STATE OF IDAHO)
) ss.
County of Bannock)

On this 23rd day of March, in the year of 2005, before me
Dana Jorgensen, personally appeared, Lana Naef known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 23 day of March, 2005.

Lana Naef

SUBSCRIBED AND SWORN before me this 23 day of March, 2005.



Dana Jorgensen
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: 6/2/2010

ROBEN HULL

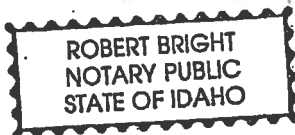
STATE OF IDAHO)
) ss. 51
County of Bannock)

On this 21 day of April, in the year of 2005, before me,
Robert Hull, personally appeared, Robert Hull known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this 21 day of April, 2005.

Robert Hull

SUBSCRIBED AND SWORN before me this 21 day of April, 2005.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: PRFCU, Bannock County, Idaho
My commission expires: 08-27-2009

BRETT CASPERSON and NATHAN CASPERSON

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, in the year of 2005, before me
_____, personally appeared, _____ known or
identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he / she executed the same.

DATED this ____ day of _____, 2005.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2005.

NOTARY PUBLIC FOR IDAHO
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, in the year of 2005, before me
_____, personally appeared, _____ known or
identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he / she executed the same.

DATED this ____ day of _____, 2005.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2005.

NOTARY PUBLIC FOR IDAHO
Residing at:
My commission expires:

CARROLL & IONE WILLMORE ESTATE

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, in the year of 2005, before me
_____, personally appeared, _____ known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he / she executed the same.

DATED this ____ day of _____, 2005.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2005.

NOTARY PUBLIC FOR IDAHO

Residing at:

My commission expires:

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

RIGHT NUMBER: 29-13363
NAME AND ADDRESS: INDIAN FALLS PROPERTY ASSN
C/O EARL MAPES
1061 SAGEWOOD PL
POCATELLO ID 83201
INDIAN FALLS WATER USERS ASSOC
PHIL HUDGENS PRES
PO BOX 134
LAVA HOT SPRINGS ID 83246

SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.880 CFS
THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-00046, 29-12078,
29-12079, AND 29-13363 SHALL PROVIDE NO MORE THAN .02 CFS PER
ACRE.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R38E S4 SWSNW Lot 4 Within BANNOCK County
T09S R38E S4 SESESW Lot 6 Within BANNOCK County
T09S R38E S4 SESESW Lot 10 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
2.880 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T09S R38E S04 Lot 5 NESW	35.0	T09S R38E S04 Lot 10 SESW	28.0
T09S R38E S04 NWSR	1.0	T09S R38E S04 SWSE	7.6
T09S R38E S09 NENE	0.1	T09S R38E S09 Lot 1 NWNW	25.0
T09S R38E S09 Lot 4 NWNW	11.0	T09S R38E S09 Lot 5 SWNE	5.3
T09S R38E S09 NENW	28.0	T09S R38E S09 SENW	3.0

144 ACRES TOTAL

POCATELLO000684

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 144.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00046, 29-12078, 29-12079, AND 29-13363.

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

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

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

THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 29-00046, 29-12078, 29-12079, 29-13363.

PROPERTY IS ALSO KNOWN AS INDIAN FALLS PROPERTY OWNERS ASSOCIATION.

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

RIGHT NUMBER: 29-13311

NAME AND ADDRESS: MC CAMMON DITCH CO LTD
10192 S HALL RD
MC CAMMON ID 83250

SOURCE: PORTNEUF RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 50.000 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 68.95 CFS. COMBINED RIGHT NOS.: 29-57, 29-58,
29-13311 AND 29-13317

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION:

T09S R37E S21 SENE Lot 1 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	04/01 12/31	10.000 CFS
IRRIGATION	04/01 10/31	50.000 CFS

PLACE OF USE:

2794.5 ACRES TOTAL

Place of use is within the area served by the McCammon Ditch Company LTD. The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 2794.5 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 29-57, 29-58, 29-13311, 29-13317.

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

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

EXPLANATORY MATERIAL: Beneficial Use

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-57, 29-58, 29-13311, 29-13317.

Water Right No. 29-13311

POCATELLO000686

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

RIGHT NUMBER: 29-13317

NAME AND ADDRESS:

MC CAMMON DITCH CO LTD
10192 S HALL RD
MC CAMMON ID 83250

SOURCE:

Source:
PORTNEUF RIVER

Tributary:

SNAKE RIVER

QUANTITY:

18.950 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 68.95 CFS. COMBINED RIGHT NOS.: 29-57, 29-58, 29-13311
AND 29-13317

PRIORITY DATE:

08/07/1932

POINT OF DIVERSION:

T09S R37E S21 SENE Lot 1
Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

04/01 10/31

18.950 CFS

PLACE OF USE:

2794.5 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE MCCAMMON DITCH COMPANY LTD.
THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS DESCRIBED
WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND AUTHORIZED
PURSUANT TO I.C. SECTION 42-1411(2)(H). THE DATA COMPRISING THE DIGITAL
BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A CD-ROM
DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT AND
THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE OF USE
IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE DIGITAL
BOUNDARY.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 2794.5 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 29-57, 29-58, 29-13311, AND 29-13317.

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

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.
THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-57, 29-58, 29-13311, 29-13317.

POCATELLO000687

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

RIGHT NUMBER: 29-11277

NAME AND ADDRESS: PORTNEUF IRRIGATING CO
PO BOX 194
ARIMO ID 83214

SOURCE: PORTNEUF RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 55.000 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-51 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 55 CFS.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S22 SENW Lot 3 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	55.000 CFS
STOCKWATER	04/01 12/31	10.000 CFS

PLACE OF USE:

3117.6 ACRES TOTAL

Place of use is within the area served by the Portneuf Irrigation Co.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

USE OF THIS RIGHT WITH RIGHT NO. 29-51 IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 3117.6 ACRES IN A SINGLE IRRIGATION
SEASON.

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

WATER IS DELIVERED THROUGH MAIN HEADING OFF PORTNEUF RIVER
AND REDIVERTED FROM THE CANAL SYSTEM AT SWNNW SECTION 30
T.9S R37E.

RIGHT NO. 29-00051 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.

POCATELLO000688

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

SWSNW (LOT 3) FOR THE PORTNEUF-MARSH VALLEY CANAL
COMPANYS CANAL THROUGH SAID COMPANYS DRAINAGE CANAL
AND THE PORTNEUF RIVER.

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

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

RIGHT NUMBER: 29-4060

NAME AND ADDRESS: PORTNEUF MARSH VALLEY CANAL CO LTD
C/O ELLIS GILBERT
2777 E HAWKINS RD
DOWNEY ID 83234

SOURCE: PORTNEUF RIVER
TOPONCE CREEK

TRIBUTARY: SNAKE RIVER
TRIBUTARY: PORTNEUF RIVER

POINT OF INJECTION INTO PORTNEUF RIVER. POINT OF REDIVERSION FROM PORTNEUF RIVER.

QUANTITY: 7,285.00 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 23695 AF. COMBINED RIGHT NOS.: 29-53, 29-589, 29-4060, 29-13319.

PRIORITY DATE: 04/01/1949

POINT OF
DIVERSION: T06S R38E S33 SWSESE Within CARIBOU County
T06S R39E S19 SWSW Lot 4 Within CARIBOU County
T06S R39E S19 SWSWSW Lot 4 Injection Within CARIBOU County
T09S R37E S22 SWSNW Lot 3 Rediversion Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION FROM STORAGE	04/01 09/15	7,285.00 AFY
IRRIGATION STORAGE	01/01 12/31	7,285.00 AFY

PLACE OF USE:

5103.2 ACRES TOTAL

Place of use is within the area served by the Portneuf Marsh Valley Canal Co. LTD.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON FEDERAL PUBLIC LAND.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 5103.2 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-52, 29-53, 29-589, 29-4060, 29-13318, 29-13319.

POCATELLO000690

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

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

THIS STORAGE WATER RIGHT IS TO BE DELIVERED WITHOUT
CONVEYANCE LOSS FROM THE RESERVOIR TO THE POINT OF
DIVERSION LOCATED ON THE PORTNEUF RIVER AT T9S R37E SEC 22
SWSEW (LOT 3) FOR THE PORTNEUF-MARSH VALLEY CANAL
COMPANYS CANAL THROUGH SAID COMPANYS DRAINAGE CANAL
AND THE PORTNEUF RIVER.

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

POCATELLO000691

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

RIGHT NUMBER: 29-589

NAME AND ADDRESS: PORTNEUF MARSH VALLEY CANAL CO LTD
C/O ELLIS GILBERT
2777 E HAWKINS RD
DOWNEY ID 83234

SOURCE: PORTNEUF RIVER
POINT OF INJECTION INTO PORTNEUF RIVER. POINT OF REDIVERSION FROM PORTNEUF RIVER.

TRIBUTARY: SNAKE RIVER

QUANTITY: 16,410.00 AFY
THIS RIGHT WHEN COMBINED WITH 29-53 IS LIMITED TO A COMBINED TOTAL OF 16410 AFA.
USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 23695 AF. COMBINED RIGHT NOS.: 29-53, 29-589, AND 29-4060, 29-13319.

PRIORITY DATE: 07/06/1912

POINT OF DIVERSION: T06S R39E S19 SWSW Lot 4 Within CARIBOU County
T06S R39E S19 SWSW Lot 4 Injection Within CARIBOU County
T09S R37E S22 SWSNW Lot 3 Rediversion Within BANNOCK County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION STORAGE	01/01 12/31	16,410.00 AFY
IRRIGATION FROM STORAGE	04/15 09/15	16,410.00 AFY

PLACE OF USE:

5103.2 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE PORTNEUF MARSH VALLEY CANAL CO. LTD.

THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS DESCRIBED WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND AUTHORIZED PURSUANT TO I.C. SECTION 42-1411(2) (H). THE DATA COMPRISING THE DIGITAL BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A CD-ROM DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT AND THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE OF USE IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE DIGITAL BOUNDARY.

USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON FEDERAL PUBLIC LAND.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 5103.2 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-52, 29-53, 29-589, 29-4060, 29-13318, 29-13319.

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

POCATELLO000692

THIS STORAGE WATER RIGHT IS TO BE DELIVERED WITHOUT

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

COMPANY'S CANAL THROUGH SAID COMPANY'S DRAINAGE CANAL
AND THE PORTNEUF RIVER.

SUITABLE MEASURING DEVICES SHALL BE INSTALLED ON THE PORTNEUF RIVER ABOVE THE FLOW LINE OF THE PORTNEUF-MARSH VALLEY IRRIGATING COMPANY RESERVOIR AT WHICH POINT THE WATER COMES INTO THE RESERVOIR AT T6S R38E S11 NWSESW AND IMMEDIATELY BELOW THE DAM OF SAID RESERVOIR AT T6S R39E S19 SWSWSW SO THAT THE WATER RELEASED MAY BE MORE ACCURATELY DETERMINED. THE NORMAL FLOW OF THE PORTNEUF RIVER MAY NOT BE OBSTRUCTED BY THE RESERVOIR WITH REFERENCE TO THE AMOUNT OF WATER DELIVERED THROUGH THE RESERVOIR DURING THE IRRIGATING SEASON. NO CHARGE SHALL BE MADE AGAINST THE NORMAL STREAM FLOW FROM THE POINT ABOVE THE RESERVOIR LOCATED AT T 6S R38E S11 NWSESW AND THE POINT BELOW THE RESERVOIR LOCATED AT T6S R39E S19 SWSWSW.

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 - Decreed

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

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

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

RIGHT NUMBER: 29-53
NAME AND ADDRESS: PORTNEUF MARSH VALLEY CANAL CO LTD
C/O ELLIS GILBERT
2777 E HAWKINS RD
DOWNEY ID 83234

SOURCE: TOPONCE CREEK
POINT OF INJECTION INTO PORTNEUF RIVER. POINT OF REDIVERSION FROM
PORTNEUF RIVER.

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 164.430 CFS
16,410.00 AFY

THIS RIGHT WHEN COMBINED WITH 29-589 IS LIMITED TO A COMBINED
TOTAL OF 16410 AFA.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 23695 AF. COMBINED RIGHT NOS.:
29-53, 29-589, 29-4060, 29-13319.

PRIORITY DATE: 07/06/1912

POINT OF
DIVERSION:

T06S R38E S33 SWSESE Within CARIBOU County
T06S R39E S19 SWSWSW Injection Within CARIBOU County
T09S R37E S22 SWSENW Lot 3 Rediversion Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DIVERSION TO STORAGE	09/16 04/14	164.430 CFS
IRRIGATION STORAGE	01/01 12/31	16,410.00 AFY
IRRIGATION FROM STORAGE	04/15 09/15	16,410.00 AFY

PLACE OF USE:

5103.2 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE PORTNEUF MARSH VALLEY CANAL
CO. LTD.

THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS
DESCRIBED WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND
AUTHORIZED PURSUANT TO I.C. SECTION 42-1411(2) (H). THE DATA COMPRISING THE
DIGITAL BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A
CD-ROM DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT
AND THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE
OF USE IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE
DIGITAL BOUNDARY.

USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON
FEDERAL PUBLIC LAND.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 5103.2 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-52, 29-53, 29-589,
29-4060, 29-13318, 29-13319.

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

THIS STORAGE WATER RIGHT IS TO BE DELIVERED WITHOUT
CONVEYANCE LOSS FROM THE RESERVOIR TO THE POINT OF

POCATELLO000694

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

RIGHT NUMBER: 29-13318

NAME AND ADDRESS:

PORTNEUF MARSH VALLEY CANAL CO
LTD
C/O ELLIS GILBERT
2777 E HAWKINS RD
DOWNEY ID 83234

SOURCE: Source:
PORTNEUF RIVER

Tributary:
SNAKE RIVER

QUANTITY: 176.850 CFS
USE OF THIS RIGHT WITH RIGHT NO. 29-52 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 176.85 CFS.

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION:

T09S R37E S22 SWSNW Lot 3
Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

04/01 10/31

176.850 CFS

PLACE OF USE:

5103.2 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE PORTNEUF MARSH VALLEY CANAL
CO. LTD. THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS
DESCRIBED WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND
AUTHORIZED PURSUANT TO I.C. SECTION 42-1411(2)(H). THE DATA COMPRISING THE
DIGITAL BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A
CD-ROM DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT
COURT AND THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE
PLACE OF USE IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY
THE DIGITAL BOUNDARY.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED, TO THE
IRRIGATION OF A COMBINED TOTAL OF 5103.2 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 29-52, 29-53, 29-589, 29-4060, 29-13318,
29-13319.

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

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

POCATELLO000695

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>
29-13319	PORTNEUF MARSH VALLEY CANAL CO LTD C/O ELLIS GILBERT 2777 E HAWKINS RD DOWNEY ID 83234	DISALLOWED

POCATELLO000696

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

RIGHT NUMBER: 29-4467

NAME AND ADDRESS: LAVA IRRIGATION CO INC
PO BOX 182
LAVA HOT SPRINGS ID 83246

SOURCE: PORTNEUF RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 20.500 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 22.76 CFS. COMBINED RIGHT NOS.:
29-47A, 29-48, 29-4467, 29-10816.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R38E S9 NWNSE Lot 6 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	20.500 CFS
STOCKWATER	01/01 12/31	0.120 CFS

PLACE OF USE:

614.8 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE LAVA IRRIGATION COMPANY INC.

THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS DESCRIBED WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND AUTHORIZED PURSUANT TO I.C. SECTION 42-1411(2)(H). THE DATA COMPRISING THE DIGITAL BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A CD-ROM DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT AND THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE OF USE IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE DIGITAL BOUNDARY.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 614.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-47A, 29-48, 29-4467, 29-10816.

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 29.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-47A, 29-48, 29-4467, 29-10816.

POCATELLO000697

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

RIGHT NUMBER: 29-10816
NAME AND ADDRESS: LAVA IRRIGATION CO INC
PO BOX 182
LAVA HOT SPRINGS ID 83246

SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.260 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 22.76 CFS. COMBINED RIGHT NOS.:
29-47A, 29-48, 29-4467, 29-10816.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R38E S9 NWNESE Lot 6 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.260 CFS
STOCKWATER	01/01 12/31	0.120 CFS

PLACE OF USE: 614.8 ACRES TOTAL

Place of use is within the area served by the Lava Irrigation Company Inc.

USE OF THIS RIGHT WITH RIGHT NO. 29-47A IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 113 ACRES IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 614.8 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-47A, 29-48, 29-4467,
29-10816.

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT #29.

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

WATER IS DELIVERED THROUGH LAVA IRRIGATION CO. CANAL.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-47A, 29-48, 29-4467, 29-10816.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

WATER IS DELIVERED THROUGH LAVA IRRIGATION CO. CANAL.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-47A, 29-48, 29-4467, 29-10816.

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

RIGHT NUMBER: 29-11773

NAME AND ADDRESS:

DEMPSEY IRRIGATING CO
C/O EARL SMITH
PO BOX 235
LAVA HOT SPRINGS ID 83246

TOPAZ IRRIGATION CO
C/O GENE FAGNANT
PO BOX 293
LAVA HOT SPRINGS ID 83246

SOURCE: Source:
PORTNEUF RIVER

Tributary:
SNAKE RIVER

QUANTITY: 32.000 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 39.5 CFS. COMBINED RIGHT NOS.: 29-36, 29-37 AND
29-11773.

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION:

T08S R38E S28 SWNESW
Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

Purpose of use	Period of use:	Quantity:
IRRIGATION	09/16 10/31	32.000 CFS

PLACE OF USE:

1429.8 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE DEMPSEY IRRIGATING COMPANY.
THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS DESCRIBED
WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND AUTHORIZED
PURSUANT TO I.C. SECTION 42-1411(2)(H). THE DATA COMPRISING THE DIGITAL
BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A CD-ROM DISK
ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT AND THE
IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE OF USE IS
ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE DIGITAL
BOUNDARY.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 1429.8 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 29-36, 29-37, 29-180, 29-11773.

THE USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON FEDERAL PUBLIC LAND

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

TOPAZ IRRIGATION CO. OWNS 51% OF DEMPSEY-TOPAZ CANAL SYSTEM. FISH
CREEK IRRIGATING CO. IS ALSO CARRIED IN THIS SAME CANAL SYSTEM FROM
FISH CREEK POINT OF DIVERSION TO NESENW SEC. 28 T9S R38E WHERE IT IS
SPLIT OFF THE CANAL SYSTEM AND BECOMES ITS OWN ENTITY.
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

POCATELLO000700

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

RIGHT NUMBER: 29-11774
NAME AND ADDRESS: FISH CREEK IRRIGATING CO
C/O WALLACE WHITEHEAD
PO BOX 152
LAVA HOT SPRINGS ID 83246
SOURCE: FISH CREEK . TRIBUTARY: PORTNEUF RIVER
QUANTITY: 6.000 CFS
PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R38E S26 NWNWNW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	4.900 CFS

PLACE OF USE: 243.3 ACRES TOTAL

PLACE OF USE IS WITHIN THE AREA SERVED BY THE FISH CREEK IRRIGATING COMPANY.

THE BOUNDARY ENCOMPASSING THE PLACE OF USE FOR THIS WATER RIGHT IS DESCRIBED WITH A DIGITAL BOUNDARY AS DEFINED BY I.C. SECTION 42-202B(2) AND AUTHORIZED PURSUANT TO I.C. SECTION 42-1411(2)(H). THE DATA COMPRISING THE DIGITAL BOUNDARY ARE INCORPORATED HEREIN BY REFERENCE AND ARE STORED ON A CD-ROM DISK ISSUED IN DUPLICATE ORIGINALS ON FILE WITH THE SRBA DISTRICT COURT AND THE IDAHO DEPARTMENT OF WATER RESOURCES. A MAP DEPICTING THE PLACE OF USE IS ATTACHED HERETO TO ILLUSTRATE THE PLACE OF USE DESCRIBED BY THE DIGITAL BOUNDARY.

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

WATER IS DELIVERED THROUGH FISH CREEK IRRIGATING CO CANAL.
SHARED WITH DEMPSEY-TOPAZ CANAL AND SOME PRIVATE RIGHTS.

RIGHT NO. 29-00147 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

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

RIGHT NUMBER: 29-4364

NAME AND ADDRESS: I GLENN PERKINS
PO BOX 683
POCATELLO ID 83204

MARY D PERKINS
PO BOX 683
POCATELLO ID 83204

SOURCE: WEST CREEK

TRIBUTARY: DEMPSEY CREEK

QUANTITY: 0.260 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-10830 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.46 CFS.

THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-10830 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION: T10S R38E S5 SWSWSE Within BANNOCK County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	04/01 10/31	0.040 CFS
IRRIGATION	04/01 10/31	0.260 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

Section	Direction	Acres	Section	Direction	Acres
T10S R38E S04	NWSW	1.0	T10S R38E S05	NESE	11.0
T10S R38E S05	NWSE	4.0	T10S R38E S05	SWSE	7.0

STOCKWATER Within BANNOCK County

T10S R38E S04 NWSW

40 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-10830 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 23 ACRES IN A SINGLE IRRIGATION SEASON.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 13 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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 FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

POCATELLO000702

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

RIGHT NUMBER: 29-13213
NAME AND ADDRESS: BARBARA W KEVAN
3462 N 2500 E
TWIN FALLS ID 83301

SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.045 CFS
USE OF THIS RIGHT WITH RIGHT NO. 29-00035 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.10 CFS.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T08S R38E S28 SWNE SW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.045 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County
T09S R38E S04 SWNE 2.9 T09S R38E S04 Lot 4 SWNE 3.7
T09S R38E S04 Lot 5 NENW 1.1

7.7 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-00035 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 7.7 ACRES IN A SINGLE
IRRIGATION SEASON.

This right is limited to the irrigation of 2.4 acres within the place of use
described above in a single irrigation season.

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

WATER IS DELIVERED THROUGH DEMPSEY-TOPAZ CANAL SYSTEM.

POCATELLO000703

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

RIGHT NUMBER: 29-13279
NAME AND ADDRESS: CANDICE SYMONS
PO BOX 604
LAVA HOT SPRINGS ID 83246

LYNDEN SYMONS
PO BOX 604
LAVA HOT SPRINGS ID 83246

SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.300 CFS
USE OF THIS RIGHT WITH RIGHT NO. 29-00032 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.30 CFS.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T08S R38E S28 SWNESE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
0.300 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County
T09S R38E S04 Lot 3 NENE 18.7

18.7 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-00032 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 18.7 ACRES IN A SINGLE
IRRIGATION SEASON.

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

WATER IS DELIVERED THROUGH DEMPSEY-TOPAZ CANAL.

POCATELLO000704

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

RIGHT NUMBER: 29-13289
NAME AND ADDRESS: DAVID LEE LOSEE
PO BOX 27
LAVA HOT SPRINGS ID 83246

SOURCE: DEMPSEY CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.060 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-00157A IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.06 CFS.

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE
SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T10S R38E S9 SWNEW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.060 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County
T10S R38E S09 NENW 3.0
STOCKWATER Within BANNOCK County
T10S R38E S09 NENW

3 ACRES TOTAL

POCATELLO000705

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

USE OF THIS RIGHT WITH RIGHT NO. 29-00157A IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 3.0 ACRES IN A SINGLE IRRIGATION SEASON.

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 FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

RIGHT NO. 29-00157A IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

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

RIGHT NUMBER: 29-13299

NAME AND ADDRESS: MARGIE H STEWART
8574 BOB SMITH RD
LAVA HOT SPRINGS ID 83246

LYNN W STEWART
8574 S BOB SMITH RD
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.100 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.095 (0.10) CFS. COMBINED RIGHT
NOS.: 29-207B, 29-214B, 29-215B, 29-10774B, 29-10776B, 29-13299.

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED
13,000 GALLONS PER DAY.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION:

T09S R37E S15 SENENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.100 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County
T09S R37E S15 NWSE 8.0
STOCKWATER Within BANNOCK County
T09S R37E S15 NWSE

8 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 8 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 29-207B, 29-214B, 29-215B, 29-10774B,
29-10776B, 29-13299.

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-207A/B, 29-214A/B, 29-215A/B,
29-10774A/B, 29-10776A/B, 29-13299, 29-13300.

POCATELLO000707

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

RIGHT NUMBER: 29-13310

NAME AND ADDRESS: FAGNANT & OLSON RANCH LLC
PO BOX 293
LAVA HOT SPRINGS ID 83246

SOURCE: DEMPSEY CREEK

TRIBUTARY: PORINEUF RIVER

QUANTITY: 1.200 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 1.52 CFS. COMBINED RIGHT NOS.:
29-183, 29-184, 29-2378, 29-13310.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T10S R38E S4 NESWSW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
1.200 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R38E S29	NESW	11.0	T09S R38E S29	SWSW	1.0
T09S R38E S29	SESW	32.0	T09S R38E S32	NENW	20.0
T09S R38E S32	NWNW	12.0			

76 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 76.0 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-183, 29-184, 29-2378,
29-13310.

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

WATER IS DELIVERED THROUGH WEST DEMPSEY DITCH.

POCATELLO000708

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

RIGHT NUMBER: 29-13321
NAME AND ADDRESS: CARL L PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210

NOLA RAE PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210

SOURCE: PORTNEUF RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 3.430 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-31 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.43 CFS.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T07S R39E S18 NENESE Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	3.430 CFS
STOCKWATER	04/01 10/31	0.090 CFS

PLACE OF USE:

IRRIGATION Within CARIBOU County

T07S R38E S24 Lot 1 NENE	1.6	T07S R38E S24 Lot 2 SENE	2.8
T07S R39E S17 NWSW	38.0	T07S R39E S17 SWSW	40.0
T07S R39E S18 NESE	5.6	T07S R39E S18 SESE	4.8
T07S R39E S19 NENE	16.0	T07S R39E S19 SWNE	28.0
T07S R39E S19 SENE	40.0	T07S R39E S19 Lot 2 SENW	4.5
T07S R39E S19 Lot 3 NESW	13.0	T07S R39E S19 Lot 4 SESW	3.3
T07S R39E S19 NESE	37.0	T07S R39E S19 NWSE	21.0
T07S R39E S19 SWSE	7.2	T07S R39E S19 SESE	1.4
T07S R39E S20 NWNW	40.0	T07S R39E S20 SWNW	40.0
T07S R39E S20 NWSW	38.0		

STOCKWATER same as IRRIGATION

382.2 ACRES TOTAL

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 29.

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

THIS RIGHT AND RIGHT 29-31 IS LIMITED TO THE IRRIGATION OF 172 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

POCATELLO000709

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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

RIGHT NO. 29-30, , 29-31 AND 29-13320 IS ALSO DIVERTED THROUGH
POINT OF DIVERSION DESCRIBED ABOVE.

POCATELLO000710

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

RIGHT NUMBER: 29-13320

NAME AND ADDRESS: NOLA RAE PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210

CARL L PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210
PORTNEUF RIVER

SOURCE:

TRIBUTARY: SNAKE RIVER

QUANTITY: 3.840 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-30 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.84 CFS.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T07S R39E S18 NENESE Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
3.840 CFS

PLACE OF USE: IRRIGATION Within CARIBOU County

T07S R38E S24 Lot 1 NENE	1.6	T07S R38E S24 Lot 2 SENE	2.8
T07S R39E S17 NWSW	38.0	T07S R39E S17 SWSW	40.0
T07S R39E S18 NESE	5.6	T07S R39E S18 SESE	4.8
T07S R39E S19 NENE	16.0	T07S R39E S19 SWNE	28.0
T07S R39E S19 SENE	40.0	T07S R39E S19 Lot 2 SENW	4.5
T07S R39E S19 Lot 3 NESW	13.0	T07S R39E S19 Lot 4 SESW	3.3
T07S R39E S19 NESE	37.0	T07S R39E S19 NWSE	21.0
T07S R39E S19 SWSE	7.2	T07S R39E S19 SESE	1.4
T07S R39E S20 NWNW	40.0	T07S R39E S20 SWNW	40.0
T07S R39E S20 NWSW	38.0		

382.2 ACRES TOTAL

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 29.

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

This right and right 29-30 is limited to the irrigation of 192 acres within
the place of use described above in a single irrigation season.

POCATELLO000711

EXPLANATORY MATERIAL: BASIS OF CLAIM -

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

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

RIGHT NO. 29-31, 29-30 AND 29-13321 IS ALSO DIVERTED THROUGH
POINT OF DIVERSION DESCRIBED ABOVE.

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

RIGHT NUMBER: 29-11681

NAME AND ADDRESS: COLLEEN L ANDRUS
6948 E OLD OREGON TL RD
LAVA HOT SPRINGS ID 83246

KENNETH D ANDRUS
6948 E OLD OREGON TL RD
LAVA HOT SPRINGS ID 83246

JIM ANDRUS
6948 E OLD OREGON TL RD
LAVA HOT SPRINGS ID 83246

SOURCE: EAST BOB SMITH CREEK
SPRINGS

TRIBUTARY: PORTNEUF RIVER
TRIBUTARY: EAST BOB SMITH CREEK

QUANTITY: 6.550 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 6.55 CFS. COMBINED RIGHT NOS.:
29-187, 29-188, 29-191, 29-193, 29-11678, 29-11681.

THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-187, 29-188, 29-191,
29-193, 29-11678, AND 29-11681 SHALL PROVIDE NO MORE THAN .02
CFS PER ACRE.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S12 NESESW Within BANNOCK County
T09S R37E S13 NWSWNW Within BANNOCK County
T09S R37E S13 SESWNW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	6.550 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S12	SWSW	3.2	T09S R37E S12	SESW	5.5
T09S R37E S13	NWNW	11.0	T09S R37E S13	SWNW	28.0
T09S R37E S13	NWSW	21.0	T09S R37E S13	SWSW	17.0
T09S R37E S14	NENE	0.7	T09S R37E S14	SENE	23.0
T09S R37E S14	NESE	34.0	T09S R37E S14	SESE	34.0
T09S R37E S23	NENE	33.0	T09S R37E S23	NWNE	20.0
T09S R37E S23 Lot 1	SENE	22.0	T09S R37E S23	NENW	32.0
T09S R37E S23	NWNW	12.0	T09S R37E S24	NWNW	31.0

327.4 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 327.4 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-187, 29-188, 29-191,
29-193, 29-11678, 29-11681.

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.

POCATELLO000713

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE SPRINGS: 29-193, 29-11681.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE FOR EAST BOB SMITH CREEK: 29-187,
29-188, 29-191, 29-11678, 29-11681.

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

RIGHT NUMBER: 29-13334
NAME AND ADDRESS: RONNIE D TILLOTSON
PO BOX 261
LAVA HOT SPRINGS ID 83246

SHERRIL TILLOTSON
PO BOX 261
LAVA HOT SPRINGS ID 83246

SOURCE: EAST CREEK TRIBUTARY: DEMPSEY CREEK

QUANTITY: 2.940 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 2.94 CFS. COMBINED RIGHT NOS.:
29-167, 29-168, 29-178, 29-179, 29-13333, 29-13334.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T10S R38E S10 NWNWNE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01- 10/31	2.940 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R38E S33	SWSE	23.0	T10S R38E S04 Lot 1 NENE	15.0	
T10S R38E S04 Lot 2 NWNE	4.0	T10S R38E S04	SWNE	29.0	
T10S R38E S04	SENE	32.0	T10S R38E S04	SWNW	0.9
T10S R38E S04	SENW	18.0	T10S R38E S04	NESW	28.0
T10S R38E S04	NWSW	1.6	T10S R38E S04	SWSW	2.8
T10S R38E S04	SESW	6.9	T10S R38E S04	NESE	2.8
T10S R38E S04	NWSE	20.0			

184 ACRES TOTAL

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

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-167, 29-168, 29-178, 29-179, 29-13333,
29-13334.

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

RIGHT NUMBER: 29-13535
NAME AND ADDRESS: JASON HALL
1302 AMMON ST
POCATELLO ID 83201

AMBER HALL
1302 AMMON ST
POCATELLO ID 83201

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.060 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.10 CFS. COMBINED RIGHT
NOS.: 29-13535, 29-13538, 29-13541, 29-13544, 29-13547, 29-13550,
29-13553.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.060 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T09S R37E S22 NENE 0.7

T09S R37E S22

NWNE 4.3

STOCKWATER same as IRRIGATION

5 ACRES TOTAL

POCATELLO000717

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 5.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13535, 29-13538, 29-13541, 29-13544, 29-13547, 29-13550, 29-13553.

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

THIS IS AN EXTENDED SEASON OF USE RIGHT BASED ON DECREED RIGHTS.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13535, 29-13538, 29-13541, 29-13544, 29-13547, 29-13550, 29-13553.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13300. THEN SPLIT TO 29-13520. THEN SPLIT TO THIS NUMBER.

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

RIGHT NUMBER: 29-13536
NAME AND ADDRESS: NATALIE GUNTER
PO BOX 433
MC CAMMON ID 83250

RUSSELL GUNTER
PO BOX 433
MC CAMMON ID 83250

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.060 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.234 CFS. COMBINED RIGHT NOS.:
29-13536, 29-13539, 29-13542, 29-13545, 29-13548, 29-13551,
29-13554.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SESENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION
STOCKWATER

PERIOD OF USE
04/01 10/31
01/01 12/31

QUANTITY
0.060 CFS
0.020 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County
T09S R37E S14 NWSW 11.7
STOCKWATER same as IRRIGATION

11.7 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 11.7 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13536, 29-13539, 29-13542, 29-13545, 29-13548, 29-13551, 29-13354.

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

THIS IS AN EXTENDED SEASON OF USE RIGHT BASED ON BENEFICIAL USE.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13536, 29-13539, 29-13542, 29-13545, 29-13548, 29-13551, 29-13354.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13300. THEN SPLIT TO 29-13520. THEN SPLIT TO THIS NUMBER.

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

RIGHT NUMBER: 29-13521
NAME AND ADDRESS: ROBERT E RUSH
PO BOX 129
LAVA HOT SPRINGS ID 83246

EVELEE HILL RUSH
PO BOX 129
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.096 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.156 CFS. COMBINED RIGHT NOS.:
29-13511, 29-13513, 29-13515, 29-13517, 29-13519, 29-13521.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SESENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.096 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S22 NENE 7.8

STOCKWATER same as IRRIGATION

7.8 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 7.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13511, 29-13513, 29-13515, 29-13517, 29-13519, 29-13521.

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13511, 29-13513, 29-13515, 29-13517, 29-13519, AND 29-13521.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13300.

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

RIGHT NUMBER: 29-13580

NAME AND ADDRESS: MAX W HALL
PO BOX 784
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 2.672 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 2.89 CFS. COMBINED RIGHT
NOS.: 29-13580, 29-13587, 29-13593, 29-13599, 29-13605, 29-13611,
29-13617.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.672 CFS
STOCKWATER	01/01 12/31	0.040 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S14	NWSW	9.4	T09S R37E S14	SWSW	28.0
T09S R37E S15	NESW	37.0	T09S R37E S15	NESE	39.0
T09S R37E S15	NWSE	20.0	T09S R37E S15	SWSE	5.7
T09S R37E S15	SESE	38.0	T09S R37E S22	NENE	2.0
T09S R37E S22	NWNE	6.6	T09S R37E S22 Lot 2	SWNE	19.0
T09S R37E S22 Lot 1	SENE	4.2	T09S R37E S22 Lot 4	SNNW	5.2
T09S R37E S22 Lot 3	SENW	8.3			

STOCKWATER same as IRRIGATION

222.4 ACRES TOTAL

POCATELLO000723

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 222.4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13580, 29-13587, 29-13593, 29-13599, 29-13605, 29-13611, 29-13617.

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

THIS WATER RIGHT IS AN EXTENDED SEASON OF USE RIGHT PURSUANT TO 29-13300 AS SPLIT.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13580, 29-13587, 29-13593, 29-13599, 29-13605, 29-13611, 29-13617.

THIS RIGHT IS A SPLIT FROM ORIGINAL RIGHT 29-13534.

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

RIGHT NUMBER: 29-13581
NAME AND ADDRESS: JEFFERY F. HARRIS
PO BOX 252
MC CAMMON ID 83250

SOURCE: WEST BOB SMITH CREEK
TRIBUTARY: PORTENEUF RIVER

QUANTITY: 0.104 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.108 CFS. COMBINED RIGHT
NOS.: 29-13581, 29-13588, 29-13594, 29-13600, 29-13606, 29-13612,
29-13618.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.104 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

<u>IRRIGATION Within BANNOCK County</u>					
T09S R37E S15	NESW	0.3	T09S R37E S15	SESW	0.7
T09S R37E S15	NWSE	1.3	T09S R37E S15	SWSE	6.3
<u>STOCKWATER same as IRRIGATION</u>					

8.6 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 8.63 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13581, 29-13588, 29-13594, 29-13600, 29-13606, 29-13612, 29-13618.

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

THIS CLAIM IS FOR EXTENDED SEASON OF USE.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13581, 29-13588, 29-13594, 29-13600, 29-13606, 29-13612, 29-13618.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13534.

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

RIGHT NUMBER: 29-13582

NAME AND ADDRESS: JEFFERY F HARRIS
PO BOX 252
MC CAMMON ID 83250

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.104 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.108 CFS. COMBINED RIGHT
NOS.: 29-13582, 29-13589, 29-13595, 29-13601, 29-13607, 29-13613,
29-13619.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.104 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S15 SWSE 8.7

STOCKWATER same as IRRIGATION

8.7 ACRES TOTAL

POCATELLO000727

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 8.65 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13582, 29-13589, 29-13595, 29-13601, 29-13607, 29-13613, 29-13619.

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

THIS IS AN EXTENDED SEASON OF USE CLAIM.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13582, 29-13589, 29-13595, 29-13601, 29-13607, 29-13613, 29-13619.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13534.

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

RIGHT NUMBER: 29-13583
NAME AND ADDRESS: JEFFERY F HARRIS
PO BOX 252
MC CAMMON ID 83250

SOURCE: WEST BOB SMITH CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.105 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.111 CFS. COMBINED RIGHT
NOS.: 29-13583, 29-13590, 29-13596, 29-13602, 29-13608, 29-13614,
29-13620.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.105 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County
T09S R37E S15 SWSE 6.0 T09S R37E S22 NWNE 2.8
STOCKWATER same as IRRIGATION
8.8 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 8.75 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13583, 29-13590, 29-13596, 29-13602, 29-13608, 29-13614, 29-13620.

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

THIS IS AN EXTENDED SEASON OF USE CLAIM.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13583, 29-13590, 29-13596, 29-13602, 29-13608, 29-13614, 29-13620.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13534.

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

RIGHT NUMBER: 29-13584

NAME AND ADDRESS: LANA NAEF
5812 E OLD OREGON TRAIL ROAD
LAVA HOT SPRINGS ID 83246

LARRY NAEF
5812 E OLD OREGON TRAIL ROAD
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.075 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.079 CFS. COMBINED RIGHT NOS.:
29-13584, 29-13591, 29-13597, 29-13603, 29-13609, 29-13615,
29-13621.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.075 CFS
STOCKWATER	01/01 12/31	0.040 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S22	NENE	3.2	T09S R37E S22	NWNE	3.0
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STOCKWATER same as IRRIGATION

6.2 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 6.2 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13584, 29-13591, 29-13597, 29-13603, 29-13609, 29-13615, 29-13621.

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

THIS WATER RIGHT IS AN EXTENDED SEASON OF USE RIGHT PURSUANT TO 29-13300 AS SPLIT.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13584, 29-13591, 29-13597, 29-13603, 29-13609, 29-13615, 29-13621.

THIS RIGHT IS A SPLIT FROM ORIGINAL RIGHT 29-13534.

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

RIGHT NUMBER: 29-13586

NAME AND ADDRESS: ROSEN HULL
2142 ARBON VALLEY HWY
POCATELLO ID 83204

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.100 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.107 CFS. COMBINED RIGHT NOS.:
29-13586, 29-13592, 29-13598, 29-13604, 29-13610, 29-13616,
29-13622.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S15 SEENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.100 CFS
STOCKWATER	01/01 12/31	0.040 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R37E S15 NWSE 5.1 T09S R37E S15 SWSE 3.2

STOCKWATER same as IRRIGATION

8.3 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 8.3 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13586, 29-13592, 29-13598, 29-13604, 29-13610, 29-13616, 29-13622.

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

THIS WATER RIGHT IS AN EXTENDED SEASON OF USE RIGHT PURSUANT TO 29-13300 AS SPLIT.

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

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-13586, 29-13592, 29-13598, 29-13604, 29-13610, 29-13616, 29-13622.

THIS RIGHT IS A SPLIT FROM ORIGINAL RIGHT 29-13534.

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

RIGHT NUMBER: 29-13407
NAME AND ADDRESS: BRETT CASPERSON
8893 E MAUGHAN RD
LAVA HOT SPRINGS ID 83246
NATHAN CASPERSON
8789 E MAUGHAN RD
LAVA HOT SPRINGS ID 83246

SOURCE: DEMPSEY CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 1.200 CFS

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION: T09S R38E S33 SENWNW Within BANNOCK County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	1.200 CFS
STOCKWATER	04/01 10/31	0.040 CFS

PLACE OF USE:

<u>IRRIGATION Within BANNOCK County</u>			
T09S R38E S30	NWNE	2.7	T09S R38E S30 SWNE 37.0
T09S R38E S30	SENE	33.0	T09S R38E S30 NESE 33.0
T09S R38E S30	NWSE	39.0	T09S R38E S30 SWSE 18.0
T09S R38E S30	SESE	17.0	
<u>STOCKWATER Within BANNOCK County</u>			
T09S R38E S30	SWNE		T09S R38E S30 SENE
T09S R38E S30	NESE		T09S R38E S30 NWSE
T09S R38E S30	SWSE		T09S R38E S30 SESE

179.7 ACRES TOTAL

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 179.7 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-10831, 29-10833, 29-13406, 29-13407.

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

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

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

USE OF THIS RIGHT IS COMBINED WITH WATER FROM TOPAZ CANAL SYSTEM.

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

RIGHT NUMBER: 29-11775

NAME AND ADDRESS: CARROLL AND IONE WILLMORE ESTATE
C/O JIM WILLMORE
519 PARK ST
ST ANTHONY ID 83445

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 1.610 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 1.61 CFS. COMBINED RIGHT NOS.:
29-204, 29-205, 29-206, 29-11775.

PRIORITY DATE: 08/07/1932

POINT OF
DIVERSION: T09S R37E S10 NENWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

01/01 12/31

0.020 CFS

IRRIGATION

04/01 10/31

1.610 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T09S R37E S14 SENW 14.4

T09S R37E S14

NESW 34.8

T09S R37E S14 SESW 36.4

T09S R37E S14

SWSE 35.8

STOCKWATER Within BANNOCK County

T09S R37E S14 SENW

T09S R37E S14

NESW

T09S R37E S14 SESW

T09S R37E S14

SWSE

121.4 ACRES TOTAL

POCATELLO000737

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

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 121.4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-204, 29-205, 29-206, 29-11775.

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

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

THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 29-204, 29-205, 29-206 PURSUANT TO SECTION 42-1426, IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-204, 29-205, 29-206, 29-11775.

THIS RIGHT IS FOR AN ENLARGEMENT OF 6.6 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.

EXHIBIT "B"
ADDENDUM NO. 2

ADDENDUM No. 2
MARSH VALLEY HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into as of this 21st day of April, 2005, by and between MARSH VALLEY HYDROELECTRIC CO., an Idaho corporation with its principal place of business at McCammon, Idaho (hereinafter referred to as "Assignor"), MARSH VALLEY DEVELOPMENT, INC., whose address is 5203 South 11th East, Idaho Falls, Idaho 83404 (hereinafter referred to as "Assignee"), MCCAMMON DITCH COMPANY, an Idaho non-profit corporation (hereinafter referred to as "MDC"), and PORTNEUF-MARSH VALLEY CANAL CO., LTD., an Idaho non-profit corporation (hereinafter referred to as "PMVCC") and PORTNEUF IRRIGATING COMPANY, an Idaho Non-profit Corporation, whose address is P.O. Box 194, Arimo, Idaho, 83214 (hereinafter referred to as "PIC"). The foregoing are sometimes referred to here and individually as a "Party" or collectively as the "Parties". PMVCC, MDC, and PIC are sometimes collectively referred to as the "Canal Companies".

RECITALS:

- A. On February 23rd, 1988, Assignor and Assignee entered into that certain *Marsh Valley Hydroelectric Project Agreement for the Assignment of Assets and Payment of Royalties* (the "Agreement"), which was further modified by the parties thereto and by PMVCC and MDC in that certain *Addendum Agreement-Marsh Valley Hydroelectric Project* dated May 14th, 1992 (hereafter "Addendum No. 1). The Agreement and Addendum No. 1 are collectively referred to herein as the "Hydro Agreements" copies of which are attached as "Exhibit A". The Hydro Agreements were executed for the purpose of developing and operating what is commonly known as the Marsh Valley Hydroelectric Project (the "Project"); and
- B. Contemporaneously with the execution of this Addendum No. 2, the Parties hereto are entering into the following agreements: (a) that certain *Portneuf River "Lower Division" Settlement Agreement* (the "Lower Division Agreement") and (b) that certain *Portneuf River Settlement Agreement* (the "Portneuf Agreement"). The Lower Division Agreement and the Portneuf Agreement settle various matters between the Parties and third parties relating to the Snake River Basin Adjudication of Basin 29 and other water right matters, and are collectively referred to as the "Settlement Agreements".
- C. Pursuant to the Settlement Agreements, PIC is being admitted as an equal one-third shareholder in Assignor and the Parties now desire amend the Hydro Agreements by this Addendum No. 2 in order to increase the royalties to be paid Assignor and to make other modifications consistent with the Settlement Agreements.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises herein contained

and contained in the Settlement Agreements, the Parties hereby agree as follows:

1. Section 5.2 of the Agreement is hereby amended to read as follows:

“5.2. Yearly Operation and Maintenance and Royalty Fees: In addition to the initial payment described in 5.1. above, Assignee shall pay Assignor upon receipt from the power purchaser for its operation and maintenance services provided in accordance with Article VI below (which is anticipated by the parties to be on a monthly basis) and for the assignments and assistance provided by it in the development of the project and as described in Section II and III above as follows:

- a. For calendar years prior to and including December 31, 2004, the Parties hereby acknowledge that all royalties have been paid in full and the Parties hereto agree that the payment amounts are correct.
- b. Effective as of January 1, 2005 and thereafter, the royalty payment percentages to be paid by Assignee to Assignor shall be as shown in the following table:

FOR CALENDAR YEAR(S)	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN JANUARY 1 ST AND APRIL 15 TH , INCLUSIVE	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN APRIL 16 TH AND OCTOBER 31 ST , INCLUSIVE	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN NOVEMBER 1 ST AND DECEMBER 31 ST , INCLUSIVE
2005 through 2007, inclusive	9.0%	15.0%	9.0%
2008 through 2015, inclusive	9.0%	21.0%	9.0%
2016	20.0%	21.0%	20.0%
2017	21.0%	21.0%	21.0%
2018	22.0%	22.0%	22.0%
2019 and thereafter	23.0%	23.0%	23.0%

After first full year of operation, the annual royalty fee payment to Assignor shall not be less than \$5,000.00. Any payment not made within 30 days after its due date shall be considered in default and shall bear interest at the highest legal rate.”

2. Notwithstanding Section 6.4 of the Agreement or Section 2 of Addendum No. 1 to the contrary, the Parties' use of their respective water rights shall be governed by and as provided for

2 - ADDENDUM NO. 2

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in Sections 2.1 and 2.2 of the Lower Division Agreement, which states:

“2.1 Notwithstanding the extended season water rights of the Canal Companies, the Canal Companies agree that at all times after September 30 and before April 15 all water available shall be run through the Hydro Plant as necessary for it to operate at full capacity. Any excess water will be allocated between the Canal Companies during the extended irrigation season of September 16 through October 31 in accordance with the percentages set forth in Section 1.

2.2 The Canal Companies shall have the right to periodically use for irrigation and stock water their full early and extended season water rights to the minimum extent necessary to preserve their rights and avoid any abandonment or forfeiture”

3. In every instance in Section 4 of Addendum No. 1 where reference is made to “Assignor, PMVCC and MDC”, such reference shall hereafter be expanded to include “Assignor, PMVCC, MDC, and PIC.”

4. In every instance in Section 8 of the Agreement where reference is made to “Assignor, PMVCC and MDC”, such reference shall hereafter be expanded to include “Assignor, PMVCC, MDC, and PIC.”

5. In all other respects, the Agreement as modified by Addendum No. 1 is hereby ratified and reaffirmed in its entirety and shall remain in full force and effect without change, except as modified by this Addendum No. 2.

THE PARTIES have set their hand to this Addendum No. 2 on the date first above written.

"PIC":

Attest:

James L. Burnham

"PMVCC":

Attest:

Randall C. Budge

PORTNEUF IRRIGATING COMPANY

By: Christopher F. Robinson
Its: President

PORTNEUF-MARSH VALLEY CANAL CO.

By: Ellis L. Lither
Its: President

"MDC":

Attest:

[Signature]

"Assignor":

MCCAMMON DITCH COMPANY

By: Ben K. All
Its: President

MARSH VALLEY HYDRO ELECTRIC CO.

Attest:

Ben K. All

By: Ellis L. Lither
Its: President

"Assignee":

Attest:

Randall C. Budge

MARSH VALLEY DEVELOPMENT, INC.

By: Carl L. Swenson
Its: Manager

PORTNEUF RIVER "LOWER DIVISION" SETTLEMENT AGREEMENT

THIS PORTNEUF RIVER "LOWER DIVISION" SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 21st day of April, 2005, by and between PORTNEUF-MARSH VALLEY CANAL COMPANY ("PMVCC"), McCAMMON DITCH COMPANY ("MDC"), PORTNEUF IRRIGATING COMPANY ("PIC"), MARSH VALLEY HYDRO ELECTRIC COMPANY ("MVHEC"), AND MARSH VALLEY DEVELOPMENT COMPANY ("MVD"). The foregoing are sometimes referred to herein individually as a "Party" or collectively as the "Parties". PMVCC, MDC and PIC are sometimes referred to collectively as the "Canal Companies".

RECITALS:

A. PIC and PMVCC are the parties to that certain *Conveyance and Contract* dated September 26th, 1911, and recorded as Instrument No. 21341 in the Bannock County Recorder's Office, a copy of which is attached as Exhibit "A" (the "1911 Agreement"). Pursuant to the 1911 Agreement, the canal was enlarged and thereafter has been maintained and operated by PMVCC and utilized to deliver the respective water rights of PMVCC and PIC. The canal is referred to herein as the "PMVCC Canal".

B. MVHEC and MVD are the parties to that certain *Marsh Valley Hydroelectric Project Agreement for the Assignment of Assets and Payment of Royalties* dated February 23rd, 1988, which was further modified by the parties thereto and by PMVCC and MDC in that certain *Addendum Agreement-Marsh Valley Hydroelectric Project* dated May 14th, 1992. The foregoing two agreements are herein referred to as the "Hydro Plant Agreements", copies of which are attached as Exhibit "B". Pursuant to the Hydro Plant Agreements, MVD obtained the right to develop a hydro electric power plant (the "Hydro Plant") on the PMVCC Canal, in consideration for paying certain royalties to MVHEC.

C. The water rights in the Portneuf River and its tributaries (Basin 29) are being adjudicated in the District Court of the Fifth Judicial District of the State of Idaho, in and for the

County of Twin Falls, Case No. 39576 in the Matter of the Snake River Basin Adjudication ("SRBA").

D. The Parties have submitted water right claims in the Portneuf River Basin 29 in the pending SRBA, IDWR has submitted Water Right Recommendations with respect to each of said claims and certain Parties have filed objections thereto.

E. The Parties desire to enter into this Agreement for the purpose of fully compromising and settling all of their pending claims and objections in Portneuf River Basin 29.

D. The Parties have entered into a "Portneuf River Settlement Agreement" dated March 23, 2005, between the Parties hereto, IDWR and other water right holders in the Portneuf River Basin 29 for the purpose of settling their in-season and extended irrigation rights to permit Partial Decrees to be entered by the Court. A copy of the Portneuf River Settlement Agreement is attached hereto as Exhibit "C"

E. This Agreement is for the purposes of compromising and settling the Parties' water rights, setting forth their agreement for the allocation of water available to the Lower Division during the extended irrigation season, and resolving other disputes among the Parties relating to the Hydro Plant and use of the PMVCC Canal.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED among the Parties as follows:

1. **Extended Season Allocation.**

All water available in the Lower Division during the extended irrigation season from September 16 through October 31 (pursuant to the Portneuf River Settlement Agreement) shall be allocated between the Canal Companies as follows:

PIC:	24%
MDC:	24%
PMVCC:	52%

- 1.1 The measuring point for determining the allocation percentages shall be at PIC's and PMVCC's parshall flume located in the PMVCC Canal, approximately three-quarters (3/4) of a mile below the joint point of diversion of PMVCC and PIC on the Portneuf River.

- 1.2 PIC's allocated share of extended irrigation season water will be delivered loss and shrink-free by PMVCC to PIC's main headgate in the same manner as its in-season irrigation water rights are delivered pursuant to the 1911 Agreement.

2. Admittance of PIC into MVHEC and Amendment to the Hydro Plant Agreements.

Contemporaneously with the execution of this Agreement and effective as of January 1, 2005, PIC will become an equal one-third shareholder in MVHEC with MDC and PMVCC. Furthermore, contemporaneously with the execution of this Agreement and effective as of January 1, 2005, the Parties hereby agree to execute an amendment to Hydro Plant Agreements to increase the royalty payment percentages that MVD pays to MVHEC. With the admittance of PIC as an equal one-third shareholder in MVHEC, the net operating income of MVHEC will be split equally between MDC, PMVCC and PIC (its three shareholders). Furthermore, contemporaneously with the execution of this Agreement and effective as of January 1, 2005, the By Laws of MVHEC shall be amended to require the unanimous consent of all shareholders for major decisions and other changes necessary to allow for the admission of PIC as an equal one-third shareholder.

- 2.1 Notwithstanding the extended season water rights of the Canal Companies, the Canal Companies agree that at all times after September 30 and before April 15 all water available shall be run through the Hydro Plant as necessary for it to operate at full capacity. ~~Any excess water will be allocated between the Canal Companies during the extended irrigation season of September 16 through October 31 in accordance with the percentages set forth in Section 1.~~
- 2.2 The Canal Companies shall have the right to periodically use for irrigation and stock water their full early and extended season water rights to the minimum extent necessary to preserve their rights and avoid any abandonment or forfeiture.

3. Canal Operation, Maintenance, and Control.

The expenses of operating and maintaining the PMVCC Canal and diversion structures from the point of diversion on the Portneuf River to the Hydro Plant shall be shared by MVD and MVHEC as provided for in the Hydro Plant Agreements, or as provided for in the 1911 Agreement. Title to the PMVCC Canal shall remain vested jointly in PMVCC and PIC pursuant to the 1911 Agreement, which agreement is hereby acknowledged and ratified.

The routine, day-to-day operation, maintenance, and control of the PMVCC Canal and

diversion works, shall remain the sole responsibility of PMVCC. The use, operation, ownership, and control of the PMVCC Canal and diversion works, for all purposes that extend beyond the historic conveyance of irrigation and stock water as contemplated in the 1911 Agreement and as otherwise addressed in this Agreement, shall vest equally in both PIC and PMVCC, and any changes, enhancements, additions of new uses and users, etc., shall require the mutual written consent of both PIC and PMVCC.

PIC and PMVCC hereby jointly consent to MDC's prospective use of the PMVCC Canal as hereafter provided pursuant to Section 5 below.

4. Delivery Losses.

During the extended irrigation season, delivery losses will be shared between the Canal Companies as follows:

a. No delivery losses will be charged to the Canal Companies for water delivered to the Hydro Plant.

b. During the extended irrigation season, PMVCC shall deliver the PIC's percentage of extended season water as provided for in Section 1 above, free of any delivery system loss, to the beginning of PIC's private canal (at the PIC's main headgate along the PMVCC Canal) and delivery losses pertaining to water delivered to the Canal Companies shall be divided between PMVCC and MDC (if MDC is using the PMVCC Canal) in proportion to their respective percentages as set forth in Section 1. If MDC is using its own canal, it will be responsible for its own delivery losses pertaining to its extended irrigation season water delivery and PMVCC shall be responsible for all delivery losses pertaining to delivering PIC's late season water to PIC's main headgate along the PMVCC Canal.

c. Pursuant to the 1911 Agreement, during the regular irrigation season, PMVCC shall remain responsible for the delivery losses pertaining to the irrigation water of both PMVCC and PIC within the PMVCC Canal from the point of diversion on the Portneuf River to the split into the PIC private canal system. If MDC is delivering irrigation water through the PMVCC canal during the regular irrigation season, it will be responsible for its share of delivery losses.

5. Canal Redesign by MDC.

If feasible, based on engineering analysis, and subject to review and approval by

PIC and PMVCC of the specifics including the design, location and construction schedule of the proposed improvements, MDC may, at its expense, redesign and modify the PMVCC Canal to enlarge the capacity to carry MDC's water rights through the PMVCC Canal from the point of diversion on the Portneuf River to a point below the Hydro Plant, where such MDC waters will be diverted back into MDC's private canal system. All work shall be performed at a time and in such a manner so as not to unreasonably interfere with the use of the PMVCC Canal for irrigation purposes by PMVCC and PIC and to minimize Hydro Plant losses. Once MDC modifies and uses the PMVCC Canal, MDC will pay its proportionate share of the maintenance and operating expenses from the point of diversion on the Portneuf River to the point of MDC's diversion from the PMVCC Canal.

6. Objections.

The Parties will withdraw all objections to each other's water rights. By reason thereof, the water rights decreed to PMVCC in the SRBA will include storage rights in Chesterfield Reservoir on a year-round basis and the delivery of all storage water loss-free in accordance with the *Union Grain Elevator Co. vs. McCammon Ditch Co., et al. 1932 Decree*.

7. Miscellaneous.

- a. This Agreement will remain as a private agreement between the Parties and will not be recorded.
- b. The terms of this Agreement will remain confidential between the Parties and their representatives.
- c. Each Party hereby waives and releases any and all claims against all other Parties to this Agreement arising out of the previous use of the PMVCC Canal and creation or operation of the Hydro Plant.

8. Capacity to Execute Agreement.

The Parties warrant and represent that the person executing this Agreement is empowered to do so on behalf of each company or entity and thereby binds such entity by signing this Agreement.

9. Waivers.

The failure to object to any breach of any term or condition in this Agreement shall not

constitute a waiver and no failure to object shall be deemed a waiver of any prior to subsequent breach.

10. Entirety of Agreement.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and oral agreements. No promise or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance on any statement or representation by any other Party or their agent.

11. Modification.

This Agreement may be amended or modified only by a written agreement signed by each of the Parties to this Agreement.

12. Execution of Agreement in Counterparts.

Due to time constraints and practicalities, the Parties acknowledge it may not be possible to have all Parties sign the same copy of this Agreement at the same time. Therefore, the Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Signatures.

In witness whereof, the Parties to this Agreement through their duly-authorized representatives have executed this Agreement and certify that they have read, understood and agree to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Attest:

Randall C. Budpe

PORTNEUF-MARSH VALLEY CANAL CO.

By: [Signature]
Its: President

McCAMMON DITCH COMPANY

Attest:

[Signature]

By: [Signature]
Its: President

Monte Gray, Attorney at Law
Service, Spinner & Gray
PORTNEUF RIVER "LOWER DIVISION" SETTLEMENT AGREEMENT - 6

PORTNEUF IRRIGATING COMPANY

Attest:

James S. Burdick

By: Christopher J. Robinson
Its: President

MARSH VALLEY HYDROELECTRIC CO.

Attest:

Byron K. Alth

By: Elmer L. Alth
Its: PRESIDENT

MARSH VALLEY DEVELOPMENT COMPANY

Attest:

Randall C. Budge

By: Earl S. Hansen
Its: Manager

EXHIBIT "A"
1911 AGREEMENT

COPY

Document No. 21341.

CONVEYANCE AND CONTRACT.

The Portneuf Irrigating Company, Ltd., a corporation organized and existing under and by virtue of the laws of the State of Idaho, party of the first part on the conditions, and for and in consideration of the promises and covenants hereinafter contained by these presence does grant, bargain, sell and convey to the Portneuf-Marsh Valley Irrigation Company, Ltd., and the Portneuf-Marsh Valley Canal Company, Ltd., corporations, organized and existing under and by virtue of the laws of the State of Idaho, parties of the second part the right to enlarge the ditch of the said party of the first part hereinafter described to make the same of the following dimensions, to-wit: Twenty (20) feet wide on the bottom with approximately two to one slopes on the banks and having a depth of five (5) feet, or of such other dimensions as may be approved by the State Engineer. Said ditch is particularly described as follows, to-wit:

Commencing at a point about five hundred (500) feet east and about six hundred (600) feet south of the Southwest corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 22, Township Nine South Range 37 East of Boise Meridian, running thence generally in a westerly and southwesterly direction through said section 22 and sections 21, 20, 29, and 30 in Township Nine South, Range 37 East of Boise Meridian to a point in the Northeast Quarter (NE 1/4) of said section 30 about five hundred (500) feet north of the southwest corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 30; said canal being commonly known as the ditch of the Portneuf Irrigating company from Portneuf river.

Together with the perpetual right to convey and conduct through said canal when so enlarged the waters to which the said parties of the second part, their successors and assigns, are or may become entitled.

The following are the conditions upon which said grant and conveyance is made and which are hereby expressly understood to be the consideration therefor, to-wit:

I.
The said party of the first part shall have the perpetual right to turn into said enlarged canal all waters to which it is or may be entitled as an appropriator of the waters of the Portneuf River and does hereby expressly reserve unto itself its title to such proportionate interest in said enlarged ditch as the quantity of water to which it is or shall be entitled to use and flow through the same, shall bear to the entire quantity of water which shall flow through said enlarged ditch under the appropriations of the parties to this contract.

II.

The said parties of the second part hereby agree and covenant that they X will perpetually maintain said ditch as enlarged entirely at their own expense, and that they will at their own expense perpetually keep the same in repair and at all times save the said party of the first part harmless of and from all claims, demands, suits, actions or causes of action, which may arise by reason of the construction or operation of said enlarged canal, and that they will assume controlover the same and of the distribution of water therefrom as herein provided.

III.

It is agreed that when said parties of the second part shall clean out said ditch the work shall begin at the easterly end thereof, and said enlarged ditch shall be first cleaned to the point of diversion of the party of the first part at the west end of said enlargement.

IV.

That said parties of the second part agree that they will deliver to the party of the first part at the lower end of said enlarged canal, which is at or near the point heretofore described, all waters to which the party of the first part is or may be entitled, and which said party of the first part shall turn into said enlarged canal through its headgate on the Portneuf River. Provided, however, that upon request of the watermaster or other agent of the party of the first part said parties of the second part will, at such times as said watermaster or agent may designate, divert from said enlarged canal

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the places to be designated as hereinafter specified, for the use of those stockholders of the party of the first part who take water from the present where the same is to be enlarged, such quantities of the waters of the said party of the first part as said water master or agent shall direct.

V.

Said parties of the second part agree that for the purpose of distributing from said enlarged canal to the party of the first part the waters to which it shall be entitled, they will construct and install at the lower end of said enlarged canal a concrete headgate of sufficient size and dimensions * to permit all the waters of the said party of the first part to flow from said enlarged canal into the present canal of said party of the first part; and said parties of the second part further agree that they will construct and install at such places as may be designated by the party of the first part, along the course of said enlarged canal, concrete headgates of sufficient size (not to exceed ten in number) to permit the distribution of water to those stockholders of the party of the first part referred to in paragraph IV hereof, who are to receive water directly from said enlarged canal. Said parties of the second part further agree that they will perpetually maintain and keep in good repair all of said headgates above referred to at their own expense and that they will at each of said headgates install and perpetually maintain and keep in good repair measuring devices for the distribution of the water of the said party of the first part from said enlarged canal as herein provided.

VI.

The parties of the second part agree that in low water season or at any time when the natural flow of the Portneuf River exclusive of the flow from the reservoir of the party of the second part is 5000 miner's inches (100 second feet) or less, they will close down their headgate so as to permit only the waters from their said reservoir to flow through the same, and that they will deliver to said party of the first part, as heretofore provided, from said enlarged canal, all of said natural flow which said party of the first part shall divert into said enlarged canal through its headgate. Provided, however, that the party of the first part does not by the foregoing provision * t, concede or acknowledge that its right to claim upon the waters of Portneuf River is limited, during said season, or at any time, to 5000 inches. neither does said provision in anywise limit said party of the first part as to the quantity of water it shall divert when the water in Portneuf River is not low, but it is intended simply as an agreement by the parties of the second part that when the natural flow of the stream is 5000 inches or less they will not divert any part thereof and that the party of the first part may if it so elects divert and use said natural flow up to 5000 inches until such time as a court of competent jurisdiction shall adjudicate the rights of all appropriations from said stream. Provided further that if such a decree shall be entered the parties of the second part will thereafter distribute as heretofore provided all waters which may be decreed to said party of the first part. It is further agreed that this agreement shall in no wise affect the right of the parties of the second part to divert from the said Portneuf River all waters stored by them in their reservoir near Chesterfield; which shall flow from said reservoir through the Portneuf River to their headgate.

VII.

Said parties of the second part agree that the foregoing provisions with reference to the handling and distribution of the waters to which party of the first part shall be entitled shall be binding and obligatory, not only during irrigating seasons but at all seasons of the year, that is to say, said parties of the second part will deliver and distribute from said enlarged canal as above provided during all seasons, all waters to which said party of the first part is or shall be entitled. *

VIII.

It is further agreed that as a part of the consideration for the foregoing conveyance by the party of the first part, the party of the second shall pay to said party of the first part the sum of Three Hundred (\$300.00) dollars and that upon said payment being made, said party of the second part immediately proceed with the work of enlargement and enter into possession

of said canal as herein provided.

IX.

This instrument and all the provisions thereof shall be binding upon the successors in interest, assignees or transferees of the parties hereto. *

In witness whereof the parties hereto have hereto set their hands and seals this 26th day of September, 1911.

Portneuf Irrigating Co.
By Meyers Cohn, President.

Attest: D.H. Evans, Secretary
Portneuf Marsh Valley Irrigation Co. Ltd.
by W. Rodman Peabody, Secretary

(SEAL)

Attest:

Secretary.

Portneuf Marsh Valley Canal Company Ltd.
By Geo. T. Hyde, President.

(SEAL)

Attest: T.M. Edwards, Secretary.

State of Idaho. } ss

County of }

On this 26th day of September in the year 1911 before me Wm. H. Jackson, Jr. a Notary Public in and for said county and state appeared Meyers Cohn, known to me to be the President of the Portneuf Irrigating Company, Ltd. that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

(SEAL)

Wm. H. Jackson, Jr., Notary Public.

On this 26th day of September in the year 1911 before me Wm. H. Jackson, Jr. a Notary Public in and for said county and state appeared W. Rodman Peabody, known to me to be the Secretary of the Portneuf-Marsh Valley Irrigation Company, Ltd. That executed the foregoing instrument and acknowledged to me that such corporation executed the same.

(SEAL)

Wm. H. Jackson, Jr. Notary Public.

On this 26th day of September in the year 1911 before me S.F. Johnson a Notary Public in and for said county and state appeared George T. Hyde, known to me to be the President of the Portneuf-Marsh Valley Canal Company, Ltd. that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

(SEAL)

Sven F. Johnson, Notary Public

My commission expires Apr. 28th, 1915.

Recorded at the request of John Ware, Sept. 26th, 1911 at 3:11 P.M.

By C.W. Pomeroy, Deputy. Fee \$3.60

E.G. Gallet, Recorder.

EXHIBIT "B"
HYDRO PLANT DOCUMENTS

ADDENDUM No. 2
MARSH VALLEY HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into as of this 21st day of April, 2005, by and between MARSH VALLEY HYDROELECTRIC CO., an Idaho corporation with its principal place of business at McCammon, Idaho (hereinafter referred to as "Assignor"), MARSH VALLEY DEVELOPMENT, INC., whose address is 5203 South 11th East, Idaho Falls, Idaho 83404 (hereinafter referred to as "Assignee"), MCCAMMON DITCH COMPANY, an Idaho non-profit corporation (hereinafter referred to as "MDC"), and PORTNEUF-MARSH VALLEY CANAL CO., LTD., an Idaho non-profit corporation (hereinafter referred to as "PMVCC") and PORTNEUF IRRIGATING COMPANY, an Idaho Non-profit Corporation, whose address is P.O. Box 194, Arimo, Idaho, 83214 (hereinafter referred to as "PIC"). The foregoing are sometimes referred to here and individually as a "Party" or collectively as the "Parties". PMVCC, MDC, and PIC are sometimes collectively referred to as the "Canal Companies".

RECITALS:

- A. On February 23rd, 1988, Assignor and Assignee entered into that certain *Marsh Valley Hydroelectric Project Agreement for the Assignment of Assets and Payment of Royalties* (the "Agreement"), which was further modified by the parties thereto and by PMVCC and MDC in that certain *Addendum Agreement-Marsh Valley Hydroelectric Project* dated May 14th, 1992 (hereafter "Addendum No. 1). The Agreement and Addendum No. 1 are collectively referred to herein as the "Hydro Agreements" copies of which are attached as "Exhibit A". The Hydro Agreements were executed for the purpose of developing and operating what is commonly known as the Marsh Valley Hydroelectric Project (the "Project"); and
- B. Contemporaneously with the execution of this Addendum No. 2, the Parties hereto are entering into the following agreements: (a) that certain *Portneuf River "Lower Division" Settlement Agreement* (the "Lower Division Agreement") and (b) that certain *Portneuf River Settlement Agreement* (the "Portneuf Agreement"). The Lower Division Agreement and the Portneuf Agreement settle various matters between the Parties and third parties relating to the Snake River Basin Adjudication of Basin 29 and other water right matters, and are collectively referred to as the "Settlement Agreements".
- C. Pursuant to the Settlement Agreements, PIC is being admitted as an equal one-third shareholder in Assignor and the Parties now desire amend the Hydro Agreements by this Addendum No. 2 in order to increase the royalties to be paid Assignor and to make other modifications consistent with the Settlement Agreements.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises herein contained

and contained in the Settlement Agreements, the Parties hereby agree as follows:

1. Section 5.2 of the Agreement is hereby amended to read as follows:

“5.2. Yearly Operation and Maintenance and Royalty Fees: In addition to the initial payment described in 5.1. above, Assignee shall pay Assignor upon receipt from the power purchaser for its operation and maintenance services provided in accordance with Article VI below (which is anticipated by the parties to be on a monthly basis) and for the assignments and assistance provided by it in the development of the project and as described in Section II and III above as follows:

- a. For calendar years prior to and including December 31, 2004, the Parties hereby acknowledge that all royalties have been paid in full and the Parties hereto agree that the payment amounts are correct.
- b. Effective as of January 1, 2005 and thereafter, the royalty payment percentages to be paid by Assignee to Assignor shall be as shown in the following table:

FOR CALENDAR YEAR(S)	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN JANUARY 1 ST AND APRIL 15 TH , INCLUSIVE	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN APRIL 16 TH AND OCTOBER 31 ST , INCLUSIVE	ROYALTY PERCENTAGE FOR PORTION OF YEAR BETWEEN NOVEMBER 1 ST AND DECEMBER 31 ST , INCLUSIVE
2005 through 2007, inclusive	9.0%	15.0%	9.0%
2008 through 2015, inclusive	9.0%	21.0%	9.0%
2016	20.0%	21.0%	20.0%
2017	21.0%	21.0%	21.0%
2018	22.0%	22.0%	22.0%
2019 and thereafter	23.0%	23.0%	23.0%

After first full year of operation, the annual royalty fee payment to Assignor shall not be less than \$5,000.00. Any payment not made within 30 days after its due date shall be considered in default and shall bear interest at the highest legal rate.”

2. Notwithstanding Section 6.4 of the Agreement or Section 2 of Addendum No. 1 to the contrary, the Parties' use of their respective water rights shall be governed by and as provided for

in Sections 2.1 and 2.2 of the Lower Division Agreement, which states:

"2.1 Notwithstanding the extended season water rights of the Canal Companies, the Canal Companies agree that at all times after September 30 and before April 15 all water available shall be run through the Hydro Plant as necessary for it to operate at full capacity. Any excess water will be allocated between the Canal Companies during the extended irrigation season of September 16 through October 31 in accordance with the percentages set forth in Section 1.

2.2 The Canal Companies shall have the right to periodically use for irrigation and stock water their full early and extended season water rights to the minimum extent necessary to preserve their rights and avoid any abandonment or forfeiture"

3. In every instance in Section 4 of Addendum No. 1 where reference is made to "Assignor, PMVCC and MDC", such reference shall hereafter be expanded to include "Assignor, PMVCC, MDC, and PIC."

4. In every instance in Section 8 of the Agreement where reference is made to "Assignor, PMVCC and MDC", such reference shall hereafter be expanded to include "Assignor, PMVCC, MDC, and PIC."

5. In all other respects, the Agreement as modified by Addendum No. 1 is hereby ratified and reaffirmed in its entirety and shall remain in full force and effect without change, except as modified by this Addendum No. 2.

THE PARTIES have set their hand to this Addendum No. 2 on the date first above written.

"PIC":

Attest:

James L. Burnham

"PMVCC":

Attest:

Randall C. Budge

"MDC":

Attest:

[Signature]

"Assignor":

Attest:

Byron K. Allen

"Assignee":

Attest:

Randall C. Budge

PORTNEUF IRRIGATING COMPANY

By: Christopher F. Robinson
Its: President

PORTNEUF-MARSH VALLEY CANAL CO.

By: [Signature]
Its: President

MCCAMMON DITCH COMPANY

By: Byron K. Allen
Its: President

MARSH VALLEY HYDRO ELECTRIC CO.

By: [Signature]
Its: President

MARSH VALLEY DEVELOPMENT, INC.

By: [Signature]
Its: Manager