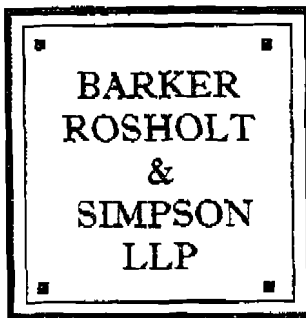


John A. Rosholt
Albert P. Barker
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Paul L. Arrington



1010 W. Jefferson, Suite 102
Post Office Box 2139
Boise, Idaho 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

133 Main Avenue West, Suite 303
Post Office Box 485
Twin Falls, Idaho 83303-0485
(208) 733-0700 telephone
(208) 735-2444 facsimile

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JUL 16 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

FACSIMILE COVER SHEET

DATE:

7/16/07

Recipient's Fax:

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RE:

TO:

CINDY YELTER

FROM:

John Simpson

NUMBER OF PAGES INCLUDING THIS COVER SHEET:

4

- ☐ Original will not be sent.
- ☐ Original will be sent by first class mail.
- ☐ Original will be sent by Federal Express.

MESSAGE:

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JUL 16 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

THIS AGREEMENT, made and entered into this 29 May, 1972, by and between CLEAR SPRINGS TROUT CO., an Idaho corporation, with its principal place of business in Buhl, Idaho, parties of the first part, hereinafter referred to as "Clear Springs," and FRED BRAILSFORD, individually, and FRED BRAILSFORD, INC., an Idaho corporation, with its principal place of business in Buhl, Idaho, parties of the second part, hereinafter referred to as "Brailsford,"

WITNESSETH:

WHEREAS, Clear Springs filed an application with the State of Idaho, Department of Water Administration, No. 36-7201, asking to appropriate ten cubic feet per second of water from an unnamed spring which is tributary to the Snake River, asserting a point of diversion in the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14 East, Boise Meridian, Gooding County, Idaho; and

WHEREAS, the springs filed upon in the above application are located in the same general area as springs where Brailsford obtains water for domestic, irrigation and stockwatering purposes; and

WHEREAS, the parties wish to set forth their agreement in detail so that Permit No. 36-7201 can be issued;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, well and truly performed by the parties hereto, the parties agree as follows:

1. Clear Springs shall not interfere with or in any way impair Brailsford's domestic water supply.

2. Clear Springs recognizes all the prior rights that Brailsford has in the unnamed springs based upon past use for stockwatering and domestic use and further acknowledges

1 that Brailsford and his predecessors have previously used all of
2 the water rising in said springs for such beneficial purposes.

3 3. Clear Springs agrees as follows as to the use of
4 water applied for in application for permit No. 36-7201:

5 (a) Clear Springs will not consumptively use in
6 excess of .5 cfs for industrial purposes pursuant to
7 said permit.

8 (b) Clear Springs will use the remainder [in excess
9 of 3(a) above] of said total appropriation only in holding
10 ponds used in connection with its processing plant.

11 (c) After the water has flowed through the holding
12 ponds, the remaining amount [less the amount set forth in
13 paragraph 3(a) above for consumptive uses] shall be re-
14 turned at the expense of the applicant to the existing
15 natural channel prior to the point where said natural
16 channel crosses the boundary line to the property of
17 Brailsford.

18 4. Clear Springs will not protest any claim or decree
19 action brought by Brailsford to further perfect water usages and
20 rights, and will not protest any application for permit to appro-
21 priate and re-use the same water for fish propagation purposes on
22 the property of Brailsford.

23 5. Upon the execution of this agreement, Brailsford will
24 notify the Department of Water Administration that application
25 No. 36-7201 may be issued.

26 The parties hereto bind their heirs, personal representa-
27 tives, executors, successors and assigns.

28 IN WITNESS WHEREOF, we hereunto affix our signatures the
29
30

1 day and year first above written.

2 CLEAR SPRINGS TROUT CO.

3 By: Jess O. Eastman
4 Jess O. Eastman

5 ATTEST:

6 John C. Hepworth
7 John C. Hepworth

8
9 BRAILSFORD

10 Fred Brailsford, individually, and
11 as President of Brailsford, Inc.

12 STATE OF IDAHO)
13) ss.
14 County of Twin Falls)

15 On this 25th day of May, 1972, before me, the under-
16 signed, a notary public in and for said state, personally appeared
17 JESS O. EASTMAN and JOHN C. HEPWORTH, known to me to be the
18 president and secretary, respectively, of the CLEAR SPRINGS TROUT
19 CO., the corporation that executed the within instrument, and
20 acknowledged to me that such corporation executed the same.

21 WITNESS my hand and official seal.

22 Notary Public for Idaho
23 Residing at: Buhl, Idaho

24 STATE OF IDAHO)
25) ss.
26 County of Twin Falls)

27 On this day of , 1972, before me, the under-
28 signed, a notary public for the said state, personally appeared
29 FRED BRAILSFORD, known to me to be the president of FRED BRAILS-
30 FORD, INC., the corporation that executed the within instrument
31 and acknowledged to me that such corporation executed the same.

32 WITNESS my hand and official seal.

33 Notary Public for Idaho
34 Residing at: _____