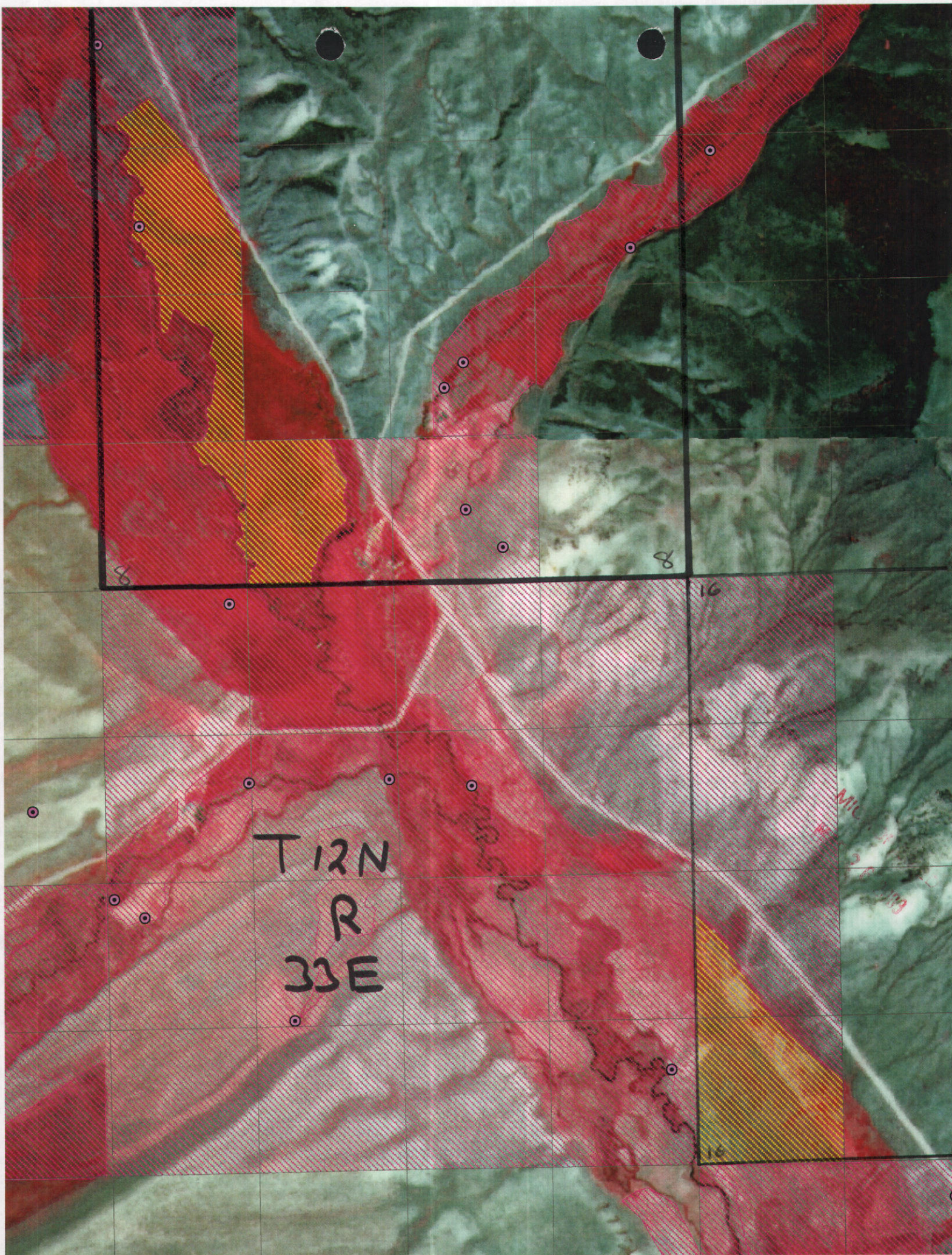
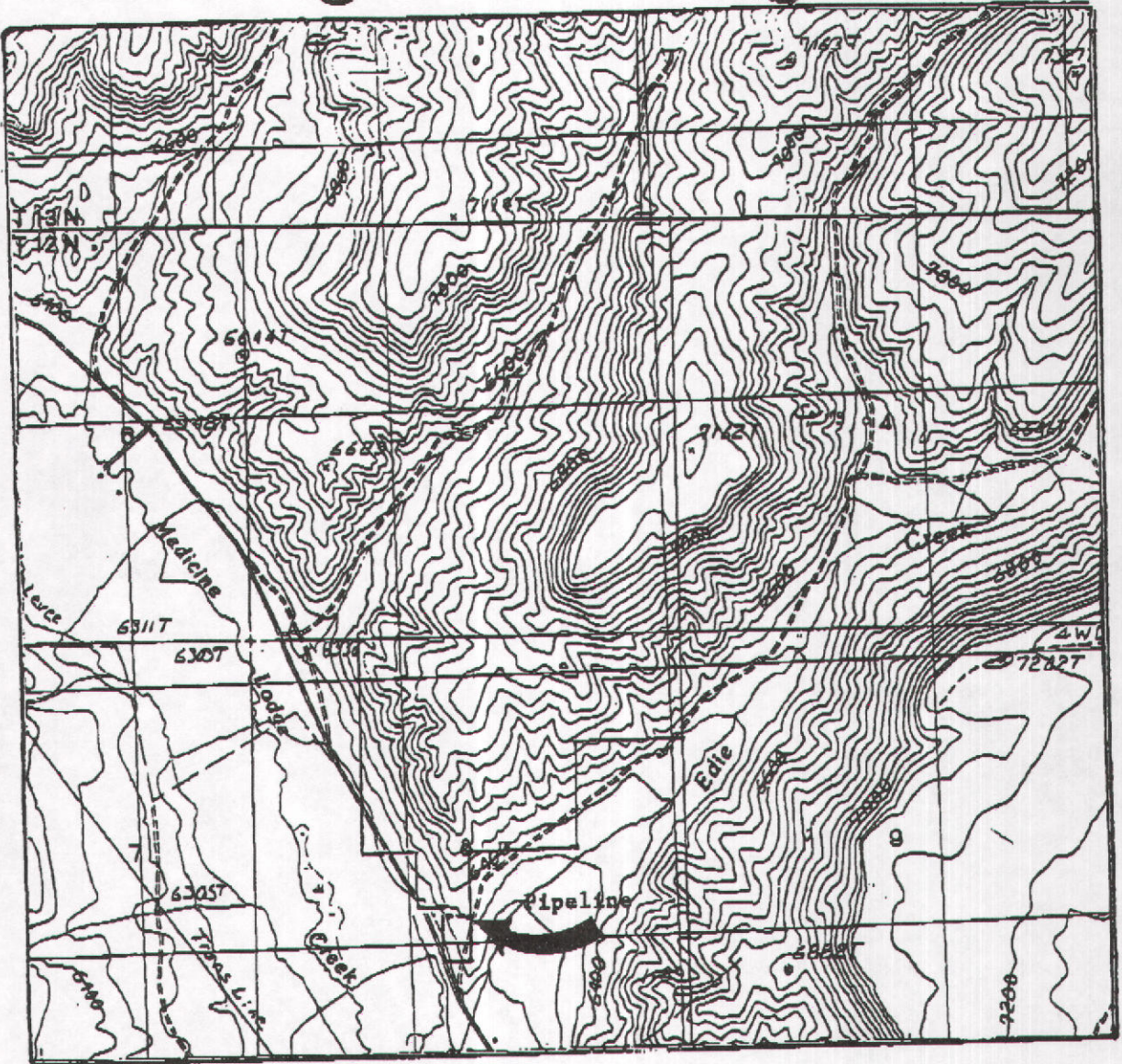






Map Name: Edie Creek, Idaho, Montana

Map scale: 1:24000

Legal: T. 12 N., R. 33 E., BM

sec. 8, E1SE1NE1SW1:

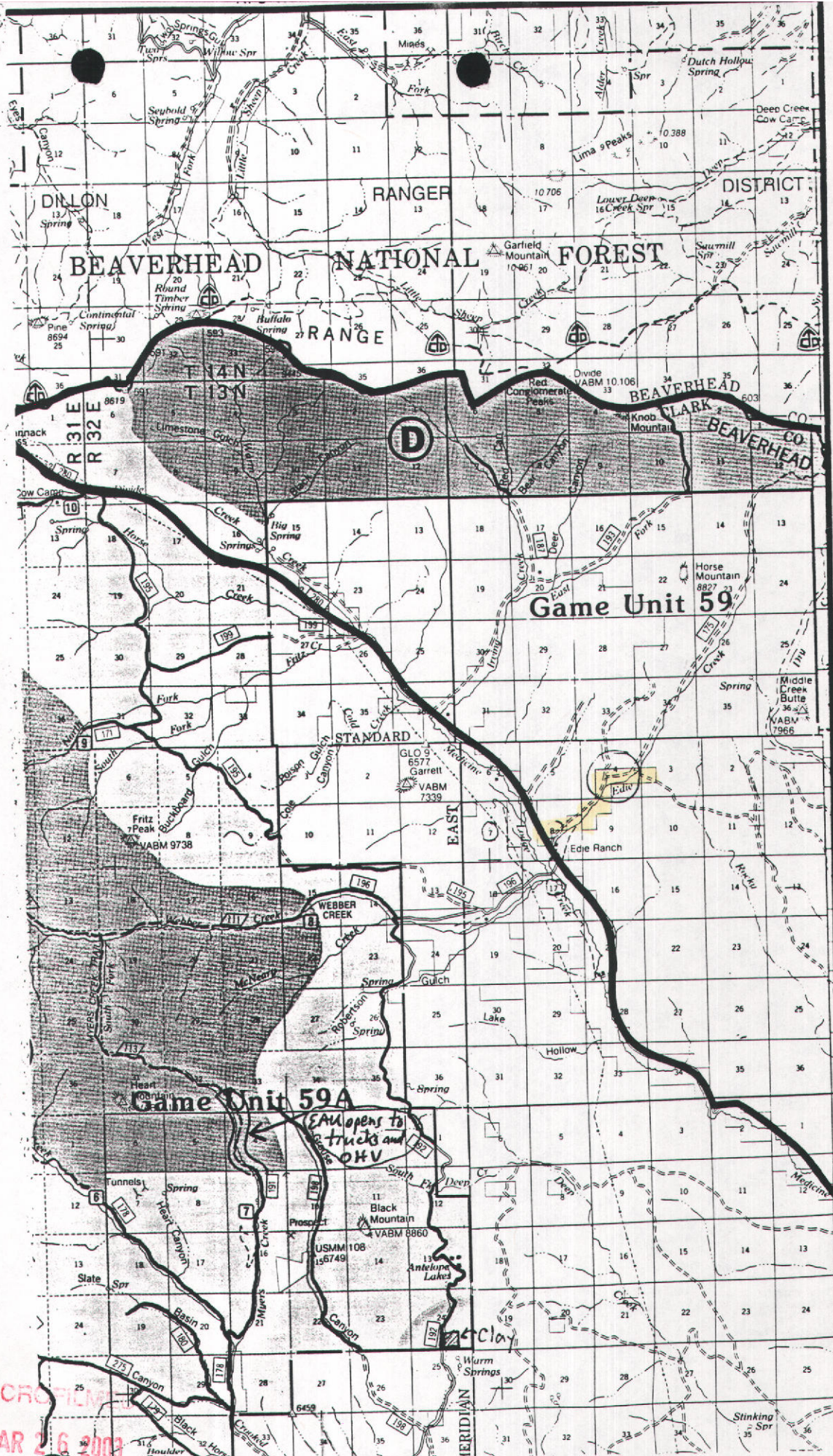
EA Number: ID-030-98-001

Project Name: Medicine Lodge Ranch Pipeline
MICROFILME Right-of-Way

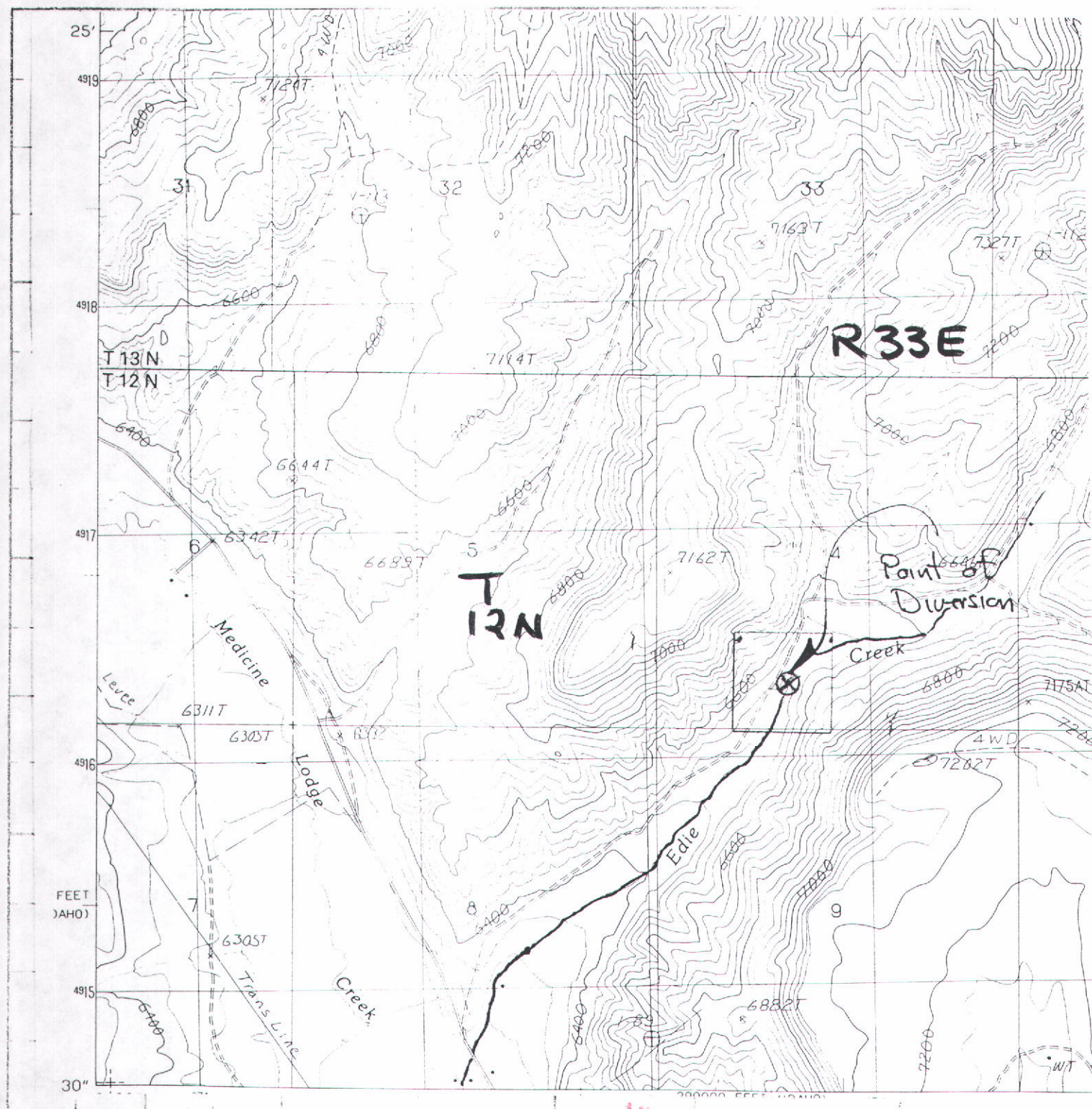
MAR 26 2013 Public Land

March 10, 1998

Case.



MAR 26 2002



SCALE: 2 inches equal 1 mile. Draw plan in ink.

MICROFILMED

2009 2 6 2003

Places of
use

T
12N

990000 FEET
(IDAHO)

1400000 00"

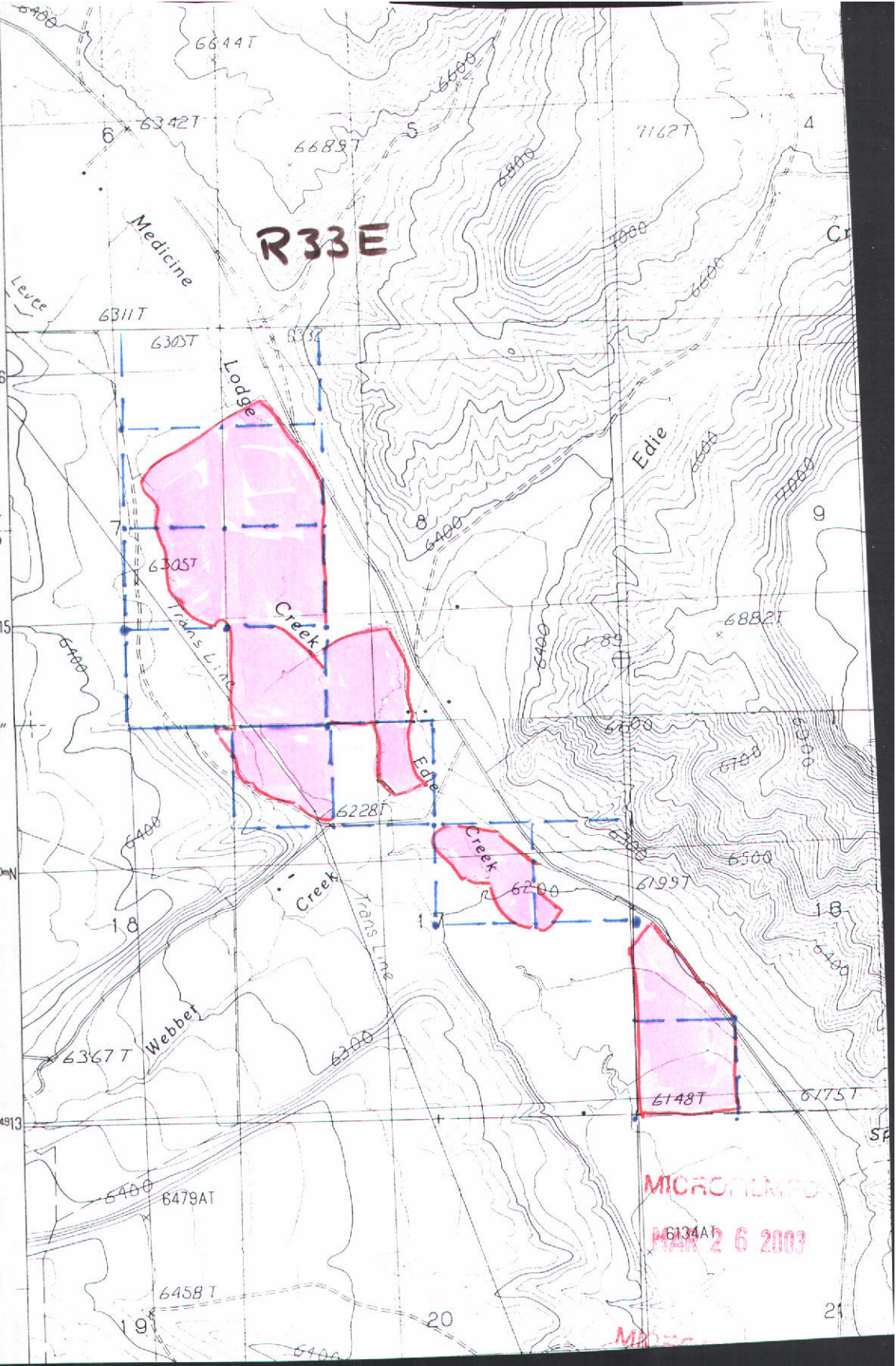
9140000N

4913

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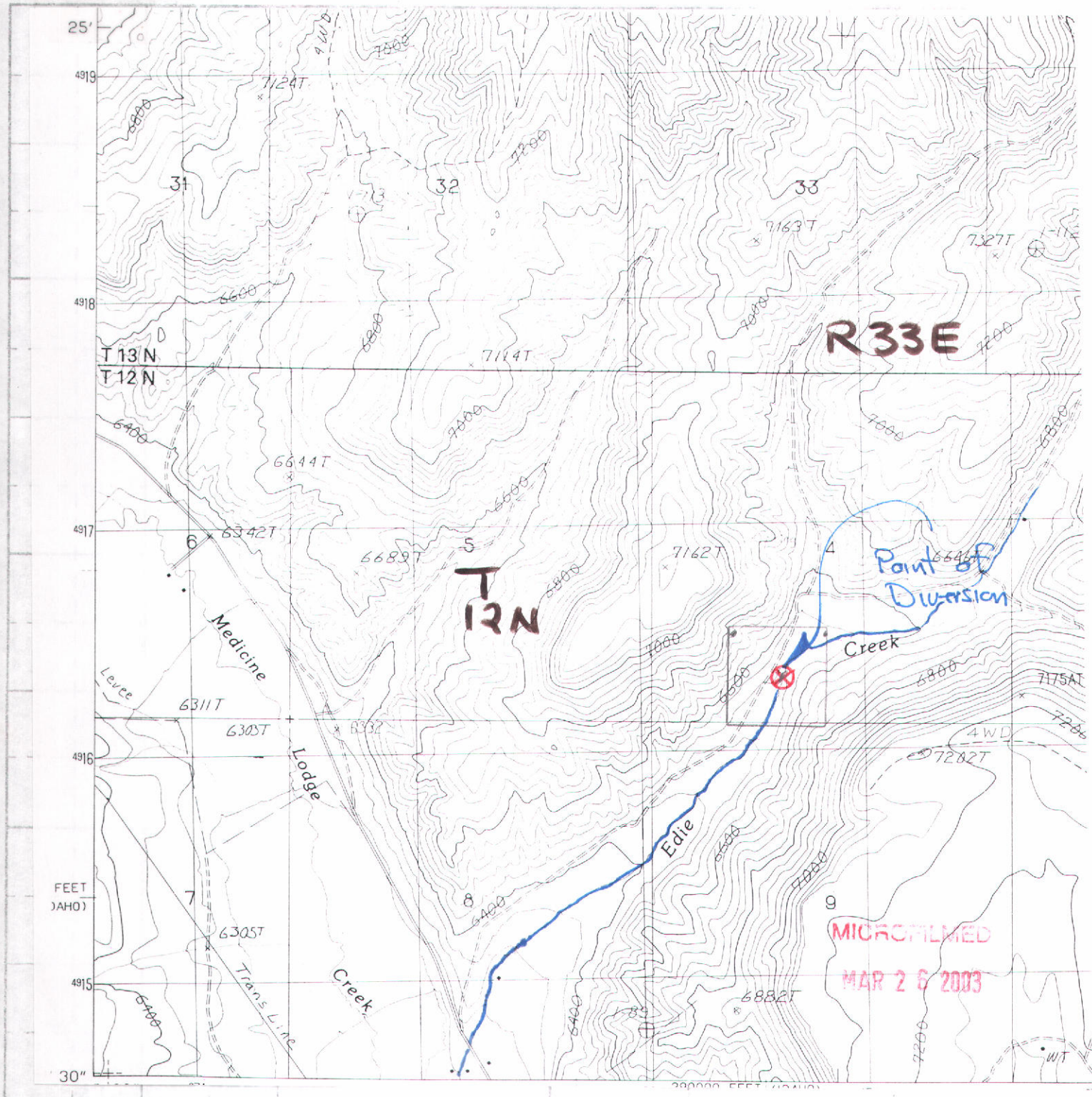
MICROFILMED

MAR 26 2003

MICROFILMED

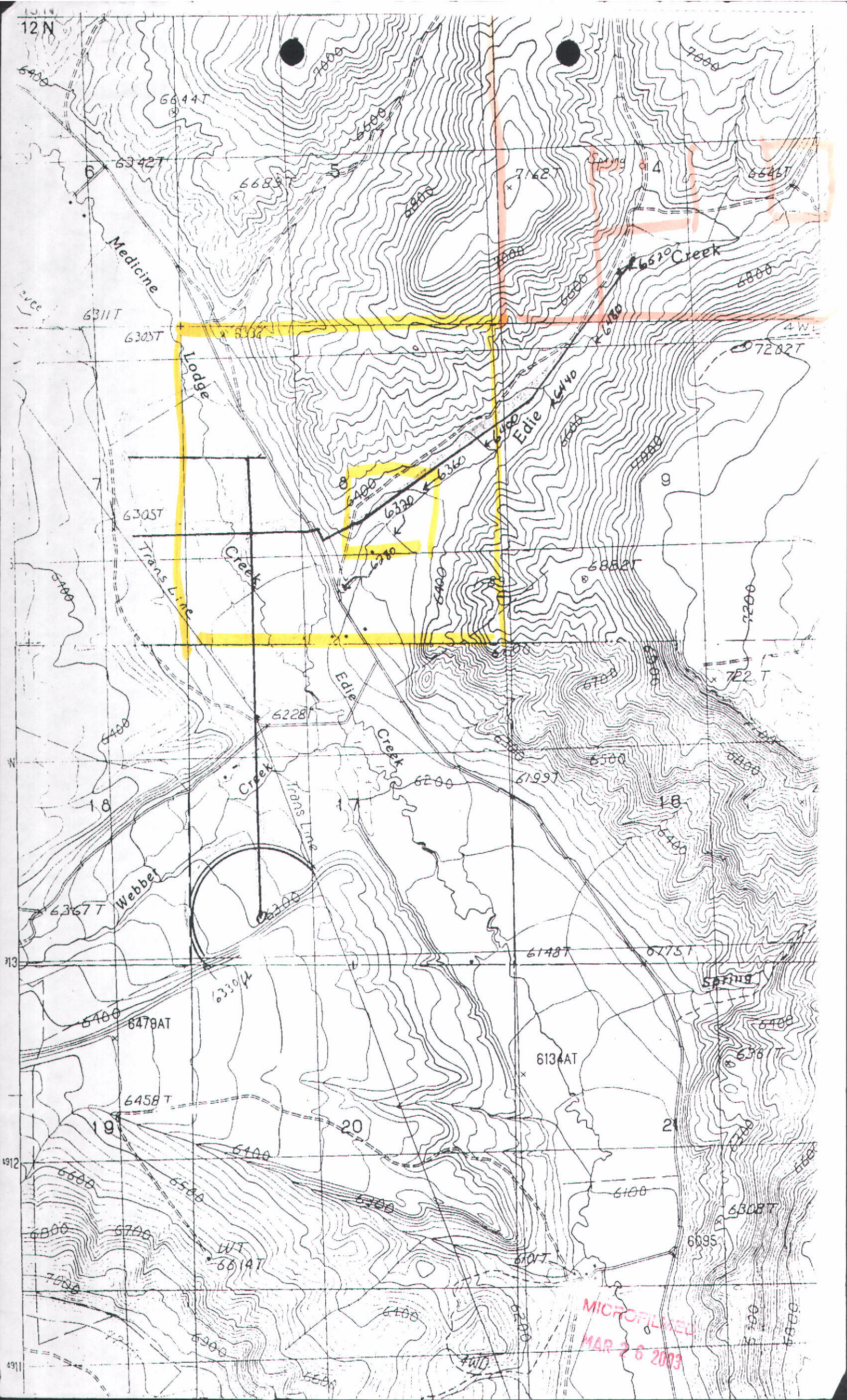
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

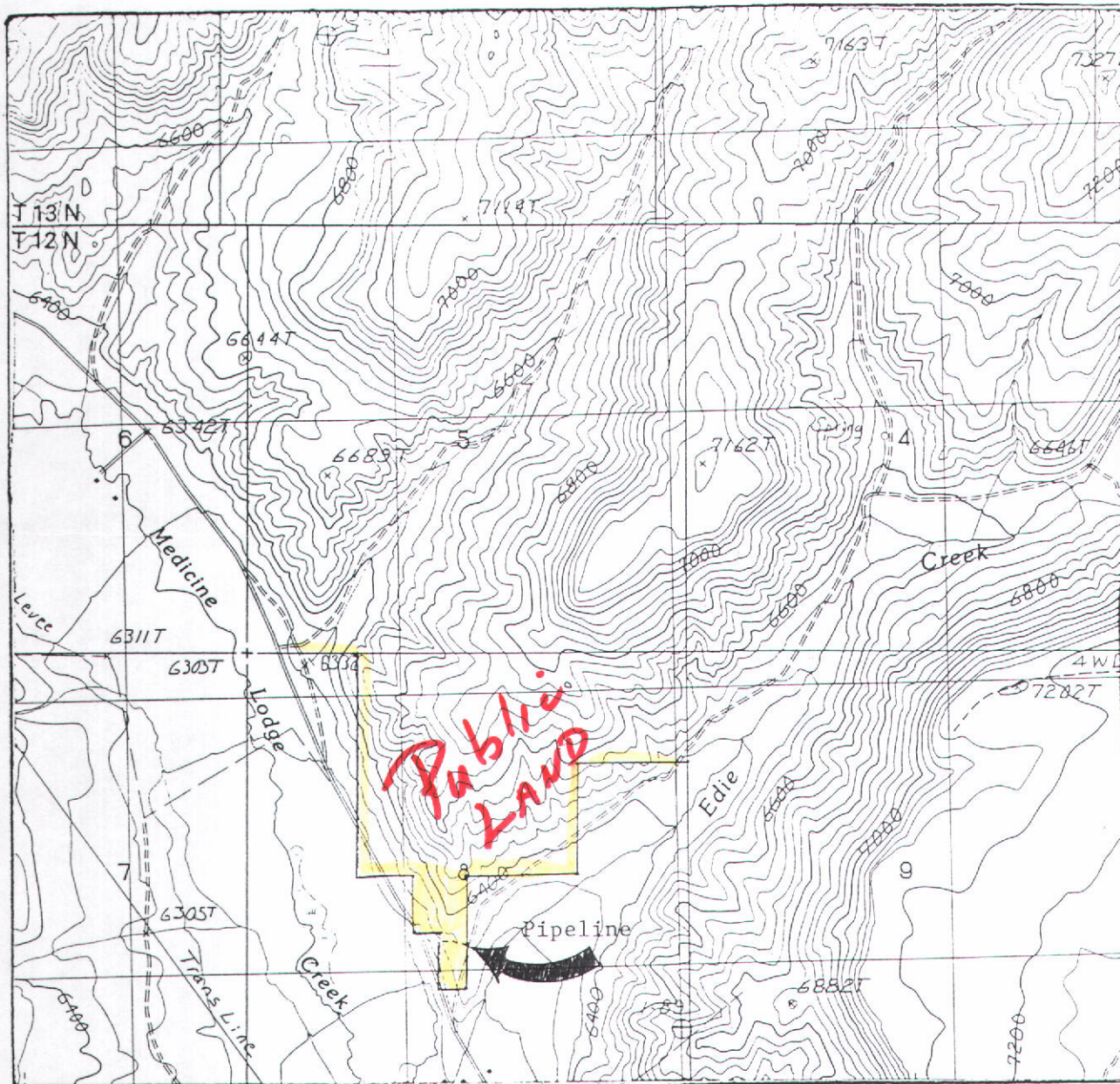
- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

MICROFILMED
MAR 26 2003





Map Name: Edie Creek, Idaho, Montana

Map scale: 1:24000

Legal: T. 12 N., R. 33 E., BM
sec. 8, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$;

EA Number: 1D-030-98-001

Project Name: Medicine Lodge Ranch Pipeline
Right-of-Way

MICROFILMED
MAR 26 2003

RECEIVED
OCT 18 2002
Department of Water Resources
Eastern Region

Transfer No. 66543
Receipt No. E023487

Amended

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Amended

1. Applicant Information MEDICINE LODGE RANCH
C/O STUART BREINHOLT
HC 61 BOX 1380
DUBOIS ID 83423
(208)374-5775

RECEIVED

OCT 18 2002

Department of Water Resources

Will this transfer result in an ownership change? _____ Yes ☒ No

2. Current Water Right

Part 2 Attached for Each Right

	Origin/Basis	Rate	Volume	Acres	Total	Source
32-47	WR/Decreed	3.00		107.8		MEDICINE LODGE CREEK
32-2010	WR/License	3.20		114.7		MEDICINE LODGE CREEK, UNNAMED STREAM

3. Purpose of Transfer (Change Proposed)

Part 3A Attached for Each Proposed Right

Part 3B Attached for Each Split Right

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
32-47	NO	YES	YES	NO	NO	NO
32-2010	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

We wish to go to a higher elevation and use a gravity flow system from Edie Creek. This will be a more efficient sprinkler oriented system.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

Water rises, down creek benefit from more water availability.

5. Total Amounts Transferred

	Rate	Acres	Total	Volume
32-47	3.14 cfs		222.5	
32-2010	3.20 cfs		222.5	
TOTAL	6.20 cfs		222.5	

66543

Transfer No. 66543
Receipt No.E023487

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Stuart Brubaker

(Signature of Applicant)

Manager

(Title or Office)

Subscribed and sworn to before me this 18 day of October, 20 02

Jennifer Crabtree

(Notary Public)

My commission expires 9-23-03



Transfer No. 66543
Receipt No.E023487

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 32-47

Priority Date: 08/01/1886
Origin: Water Right
Basis: Decreed
Status: Active

Source: MEDICINE LODGE CREEK **Tributary:** SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01	12/31	0.14 CFS		
IRRIGATION	4/01	10/31	3.00 CFS		
Total Diversion			3.00 CFS		

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
MEDICINE LODGE CREEK	12N	33E	8	NWNWNW		CLARK
MEDICINE LODGE CREEK	12N	33E	8	SWSWNW		CLARK
MEDICINE LODGE CREEK	12N	33E	17	NWSWNE		CLARK

PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12N	33E	16																	

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12N	33E	8						3.6	23.0			11.0	3.9	23.0					64.5
12N	33E	16										8.3	35.0					43.3	

Total Acres: 107.8

Conditions/Remarks:

1. TWO POINTS OF DIVERSION LOCATED IN T12N, R33E, S08, SWSWNW.

Page 4

2. 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.
3. STOCKWATER, 550 RANGE.
4. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? NO

Transfer No. 66543
Receipt No.E023487

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 32-2010

Priority Date: 10/29/1906
Origin: Water Right
Basis: Decreed
Status: Active

Source: MEDICINE LODGE CREEK **Tributary:** SINKS
UNNAMED STREAM MEDICINE LODGE CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
UNNAMED STREAM	12N	33E	6	SWNENE		CLARK
UNNAMED STREAM	12N	33E	7	NENWNE		CLARK
MEDICINE LODGE CREEK	12N	33E	17	NENWNW		CLARK

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
12N	33E	7				19.0											12.0		4.2	35.2
12N	33E	8						5.5			18.0	32.0								55.5
12N	33E	17					11.0	13.0												24.0

Total Acres: 114.7

Conditions/Remarks:

1. 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.
2. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Page 6

3. NONE OF THE PLACE OF USE IN THIS WATER RIGHT INCLUDE FEDERAL PUBLIC LAND.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? NO

Transfer No. 66543
Receipt No.E023487

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 32-47

Priority Date: 08/01/1886
Origin: Water Right
Basis: Decreed
Status: Active

Source: EDIE CREEK

Tributary: MEDICINE LODGE CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/15 11/01	3.00 CFS		
STOCKWATER	1/01 12/31	0.14 CFS		
	Total Diversion	3.14 CFS		

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
EDIE CREEK	12N	33E	4	SESW		CLARK

Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12N	33E	7				19.0									12.0			4.2	35.2
12N	33E	8					3.6	28.5			29.0	35.9					23.0		120.0
12N	33E	16									8.3	35.0							43.3
12N	33E	17					11.0	13.0											24.0

Total Acres: 222.5

Handwritten signature
11/13/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A

Proposed Water Right No. 32-2010

Priority Date: 10/29/1906
 Origin: Water Right
 Basis: Decreed
 Status: Active

Source: EDIE CREEK

Tributary: MEDICINE LODGE CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/15 11/01	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

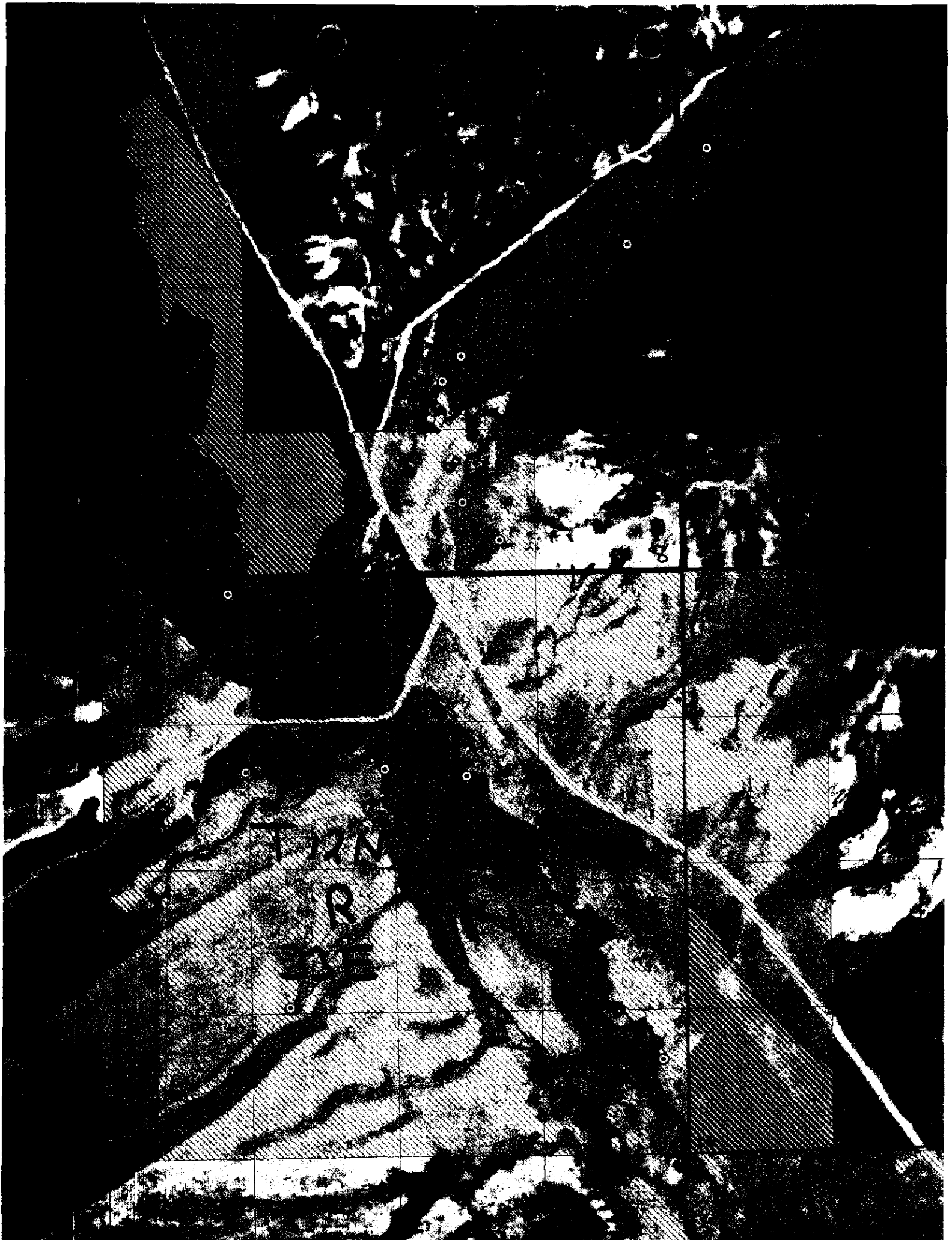
<u>Source</u>	<u>Twp</u> <u>Range</u> <u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
EDIE CREEK	12N 33E 4	SESW		CLARK

Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12N 33E 7				19.0									12.0			4.2	35.2
12N 33E 8					3.6	28.5			29.0	35.9						23.0	120.0
12N 33E 16									8.3	35.0							43.3
12N 33E 17					11.0	13.0											24.0

Total Acres: 222.5



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER IDI-32295

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

**MEDICINE LODGE RANCH
STUART B. BREINHOLT
HC 81 BOX 1380
DUBOIS, ID 83423**

receives a right to construct, operate, maintain, and terminate a BURIED
IRRIGATION PIPELINE on public lands described as follows:

**T. 12 N., R. 33 E., B.M., CLARK COUNTY
Section 08: E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$**

(as shown on the attached Exhibit A)

- b. The right-of-way area granted herein is 30 feet wide, 300 feet long and contains 0.22 acres, more or less.
- c. This instrument shall terminate on March 17, 2018, or 20 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. At the discretion of the authorized officer, this instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The map set forth in Exhibits "A", dated March 10, 1998, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.

- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
- h. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
- i. If determined to be necessary by the BLM, the holder shall construct waterbars on all disturbed areas to the spacing and cross sections specified by the authorized officer. Waterbars are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of one or two percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible.
- j. Title to water associated with this grant shall continue to be legally authorized by the Idaho State Department of Water Resources (IDWR). Failure of the holder to remain in compliance with IDWR requirements regarding the use of water to the satisfaction of the Bureau of Land Management authorized officer will result in the automatic termination of this grant in accordance with 43 CFR 2803.4(a). No rights to the public lands accrue due to their description as the place of crossing in conjunction with a water right, beyond those described specifically by this grant, nor beyond the term of this grant.
- k. The holder shall seed all public land acreage disturbed by construction activities. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorized officer upon evaluation after the first growing season. The following seed mixture, specified in pounds of pure live seed per acre, shall be planted:

(Ephraim) Crested Wheatgrass -- 5 lbs./acre
(Secar) Bluebunch Wheatgrass -- 5 lbs./acre

- I. Ninety days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

X Medicine Lodge Ranch Inc.
By Stuart Brenholt
(Signature of Holder)

Robert A. Hault
(Signature of Authorized Officer)

X Manager
(Title)

AREA MANAGER
(Title)

X 3-12-98
(Date)

3-18-98
(Effective Date of Grant)

CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 20th day of December, 1995, by E. Marlowe and Michele B. Goble, having an address at 1125 North Cedar Heights Drive, Logan, Utah 84321, ("Grantors"), in favor of the Teton Valley Land Trust, Inc., a non-profit Idaho corporation, whose mailing address is P.O. Box 247, Driggs, Idaho 83422, (the "Trust").

WITNESS THAT

WHEREAS, Grantors are the sole owners in fee simple of certain real property located in Clark County, Idaho (the "Property"), described more particularly in Exhibit A, attached hereto and by this reference made a part hereof, which property remains largely as undeveloped grazing land; and

WHEREAS, Grantors are authorized to build over 200 principal residences according to Clark County and State of Idaho regulations, and Grantors do not wish to develop this Property; and

WHEREAS, the Property is situated within the Medicine Lodge Creek Watershed, which includes portions of Targhee National Forest, spectacular views of the Spanish Peaks and Red Conglomerates, significant wildlife habitats including a riparian corridor of great significance to wildlife of the general area, and is an important portion of the Northern Rockies Ecosystem; and

WHEREAS, the Property has substantial natural, wildlife, agricultural and scenic values (collectively, "Conservation Values") of great importance to the Grantors, the Trust, and the people of Idaho and the United States, and their protection will yield a significant public benefit; and

WHEREAS, the Property contains wetlands, flood plains and riparian habitats vital to the protection of wildlife populations, nutrient cycling, water quality, erosion control, and ground water recharge; and

WHEREAS, the Property includes approximately 12 miles of Medicine Lodge Creek, a major watershed on the south slope of the Beaverhead Mountains, and includes portions of Warm Creek, Irving Creek, and Edie Creek, major tributaries of Medicine Lodge Creek; and shares ecosystems with and contributes greatly to the ecological viability of the Medicine Lodge Creek Watershed; and

WHEREAS Medicine Lodge Creek is the primary fishery for trout within this area, and is therefore accorded specific recognition by the State of Idaho; and

WHEREAS, the Property supports a diversity of wildlife species, including federal and state listed threatened, endangered and sensitive species, and many other species which are dependent upon the Property's streams, meadows, and uplands; and

WHEREAS, the Idaho Department of Fish and Game and United States Natural Resources Conservation Service have recognized the important fish and wildlife habitats found on the Property; and

WHEREAS, the Property has been historically used for grazing of domestic cattle and continues to support valuable livestock forage; and

WHEREAS, the specific conservation values of the Property are to be documented in an inventory of relevant features of the Property dated on or about April 10, 1996 and attached hereto as Exhibit B, and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the substantial development prohibited by this Conservation Easement would seriously impair the conservation values of the Property; and

WHEREAS, Grantors desires to preserve and protect forever the natural, wildlife, agricultural and scenic features and values of the Property; and

WHEREAS, on the day of December, 1995, a map depicting the Property and presenting information referred to by this Conservation Easement ("the Map of the Property") was filed in the office of the Clerk of Clark County, Idaho, as Map 1; and

WHEREAS, for the purposes of convenience only and not as a substitute for the Map of the Property, an incomplete and not totally accurate reproduction of the Map of the Property is attached to this Conservation Easement as Exhibit C; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to the Trust the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, the Trust is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, whose primary purpose is the conservation of the natural and agricultural resources, significant ecosystems, scenic open spaces, and traditional lifestyles of Teton Valley, Idaho and Wyoming, and surrounding areas; and

WHEREAS, the Trust has agreed to accept this grant of certain interests in the Property upon the condition and understanding that the intentions of the Grantors regarding the future uses and preservation of the Property as expressed in this document shall be forever honored and defended; and

WHEREAS, the Property meets the Trust's criteria for Conservation Easements and the Board of Directors of the Trust has duly adopted a resolution approving the Trust's execution of this Conservation Easement;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Idaho and in particular Idaho Code §§ 55-2101 to 55-2109 (1994), and with the intention of making a voluntary and irrevocable gift in perpetuity, Grantors hereby voluntarily grant and convey to the Trust a Conservation Easement in perpetuity over and across the Property of the nature and character and to the extent hereinafter set

1. Purpose. It is the purpose of the Conservation Easement granted herein to preserve and protect in perpetuity the natural, wildlife, and scenic features and values of the Property and to confine the use of the Property to natural, wildlife habitat, agricultural, limited recreational, and limited residential, and such other uses as are specifically provided for herein, consistent with the preservation and protection of said features and values.

1.1. Paragraphs 2 and 3 of this Conservation Easement identify rights conveyed to the Trust and rights reserved to Grantors respectively. It is the intention of this instrument to better define those rights so that Grantors and the Trust can accomplish the purposes of this Conservation Easement in a cooperative and amicable manner.

2. Affirmative Rights Conveyed by the Conservation Easement. To accomplish the purpose of the Conservation Easement, the following rights are conveyed to the Trust by this easement:

2.1. To identify, preserve and protect in perpetuity the conservation values of the Property, subject to the terms of the grant of this easement and in keeping with permitted practices noted in Paragraph 3.

2.2. To enter upon the Property to enforce the rights herein granted and in connection therewith to inspect, observe, study, and make scientific observations of the Property, all in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry and upon reasonable prior notice given by or on behalf of the Trust to one or more of the then owners of the Property, provided that no such notice shall be required where the Trust determines that immediate entry upon the Property is essential to prevent or mitigate a significant violation of this Conservation Easement.

2.3. To prevent any unpermitted activity on or unpermitted use of the Property that is inconsistent with the purpose of this Conservation Easement or which may have a significant adverse impact on the conservation interests associated with the Property,

and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.

2.4. To place and maintain on the Property a sign that a Conservation Easement has been donated to the Trust, subject to the approval of Grantors as to design, size, and location.

3. Permitted Uses and Practices. Grantors reserve to themselves, and their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement and will not result in significant injury to or the destruction of a significant conservation value. Without limiting the generality of the foregoing, the following rights are expressly reserved by Grantors:

3.1. To designate and to develop, in accordance with the provisions of this paragraph 3.1, six "Building Areas" as described below, provided that Grantors agree that each "Building Area" shall not exceed 10 acres in size and that the following permitted uses and practices and restrictions apply to each of the four "Building Areas". Designated "Building Areas" shall be located as follows: Two "Building Areas", designated for the purposes of further reference in this easement as "Building Area A1" and "Building Area A2", may be located within that portion of the Property designated as the "Gneiting/Whittaker Parcel" on the Map of the Property shown in Exhibit C. One "Building Area", designated for the purposes of further reference in this easement as "Building Area B", may be located within that portion of the Property designated as the "Ellis Parcel" on the Map of the Property shown in Exhibit C. Two "Building Areas", designated for the purposes of further reference in this easement as "Building Area C1" and "Building Area C2", may be located within that portion of the Property designated as the "Edie Creek/Upper Irving Parcel" on the Map of the Property shown in Exhibit C. One "Building Area", designated for the purposes of further reference in this easement as "Building Area D", may be located within that portion of the Property designated as the "Warm Creek Parcel" on the Map of the Property shown in Exhibit C.

3.1.1. To construct, use, own, occupy, lease, repair, and reconstruct within each of the six designated Building Areas, and necessary common areas, a Guest and other structures needed specifically for the management of ranch livestock, and to construct, use, own, occupy, lease, repair, and reconstruct within Building Areas A1, B, and C1, but not in Building Areas A2, C2, and D, one "Principal Residence" within each "Building Area", as specifically described below. Notwithstanding anything in this paragraph to the contrary, all structures permitted hereby shall be located within the "Building Areas" defined herein. Grantors shall comply with local, state, and federal regulations that deal with building construction, and acquire all appropriate local, state and federal building permits.

Each "Guest Cabin" shall consist of a renovated ranch building and shall not exceed 900 square feet of living area and 25 feet in height, and shall be used only occasionally by the landowners for themselves or guests, and shall not be used as a personal residence nor for commercial purposes, provided that a Guest Cabin may be used as a temporary residence for ranch employees who are involved in the operation of the ranch. Except with the prior written permission of the Trust, which permission shall not be unreasonably withheld, the total number of such Guest Cabins that may be located within each Building Area shall be one, as follows: "Building Area A1", 1 Guest Cabin; "Building Area A2", 1 Guest Cabin; "Building Area B", 1 Guest Cabin; "Building Area C1", 1 Guest Cabin; "Building Area C2", 1 Guest Cabin; and "Building Area D", 1 Guest Cabin.

Within "Building Area A1", within the "Gneiting/Whittaker Parcel" of the Property, the "Principal Residence" shall not exceed 3,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld. Within "Building Area A2" within this same "Gneiting/Whittaker Parcel" of the Property, no "Principal Residence" may be built.

Within "Building Area B", within the "Ellis Parcel" of the Property, the "Principal Residence" shall not exceed 3,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld.

Within "Building Area C1", within the "Edie Creek/Upper Irving Parcel" of the Property, the "Principal Residence" shall not exceed 7,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld. Within "Building Area C2" within this same "Edie Creek/Upper Irving Parcel" of the Property, no "Principal Residence" may be built.

Within "Building Area D", within the "Warm Creek Parcel" of the Property, no "Principal Residence" may be built.

3.1.2. All six "Building Areas" shall be located so as to protect the conservation purposes of this Conservation Easement and so as not to have a significant adverse impact on the conservation values associated with the Property as determined by mutual written agreement of Grantors and the Trust. Pursuant to paragraph 6.1 herein, Grantors shall give The Trust written notice before taking action to develop Building Areas.

3.1.3. To install and maintain all reasonably necessary water, sewage, and other utilities in connection with the permitted structures described in the subparagraphs of this Paragraph 3.1, so long as all such utilities are installed and maintained underground, it being understood that any

septic system must be constructed in strict conformity with all applicable state and local laws.

3.1.4. To construct, maintain and use for pedestrian and vehicular access, roadways as needed to access each Building Area as determined by mutual written agreement of Grantors and the Trust. Grantors agree to provide the Trust with prior written notice pursuant to paragraph 6.1 herein before any construction of new roadways.

3.1.5 Anywhere within each of the six designated Building Areas, to construct, locate, maintain, repair and use minor, insubstantial structures and improvements which might be considered part of usual ranching activities, including but not limited to barns, equipment storage buildings, corrals and loading chutes, outdoor walkways, decks attached to guest cabins, landscaping, lawns and flower and vegetable gardens and associated fences.

3.1.6. Within the six designated Building Areas only, normal residential ashes, trash and garbage may be stored on a temporary basis for burning or disposal off the property. Building materials may be stored temporarily during construction activities.

3.1.7. No residential buildings or associated developments or utilities except those specifically permitted by this paragraph 3.1 for the four Building Areas shall be constructed or located anywhere on the Property.

3.1.8. Use of the Property for lawful "home-occupancy" commercial use is permitted, provided that said use occurs solely inside a residential building and has no effect on the wildlife, scenic, agricultural and natural values of the Property, and in particular has, at most, negligible impact on the amount and character of traffic on the Property.

3.2. To engage in any and all agricultural uses of the Property in accordance with sound, generally accepted agricultural practices. For the purposes of this easement, "agricultural uses" shall be defined as : breeding, raising, pasturing, and grazing livestock of every nature and description according to specifications included under paragraph 3.3; breeding and raising bees, poultry, and other fowl; cultivating, raising, harvesting, and producing hay and other livestock forage crops in accordance with accepted standards for crop rotation to protect soils; and the primary processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property.

3.3. To pasture, graze, feed, water, and care for livestock in compliance with the standards and specifications of a grazing plan to be prepared by the United States Department of Agriculture, Natural Resources Conservation Service for the purpose of improving local range and protecting the natural and wildlife resources of the Property,

including but not limited to streambanks and riparian corridors, the terms and conditions of which grazing plan shall, upon completion, be attached hereto and by this reference made a part hereof as "Exhibit D".

3.3.1. Pets, most specifically dogs, shall be under the control of property owners such that harassment of wildlife is prevented.

3.4. To construct, maintain, and repair: (1) One fence along the property boundaries; (2) Cross fences and riparian fences within pasture areas as needed to manage livestock and prevent excessive grazing in accordance with the above mentioned Natural Resources Conservation Service grazing plan; (3) fences as may be necessary or appropriate for Building Areas as defined in subparagraph (3.1) provided that all such fences shall be located within an area designated as a "Building Area" on the Map of the Property and (4) only those additional fences as may be necessary or appropriate within the intent of this Conservation Easement; provided, however, that all fences shall comply with the following requirements, except by prior written permission of the Trust which permission shall not be unreasonably denied:

3.4.1. Where a fence must cross a major animal migration route, it shall be designed to minimize obstruction of migration routes. Specifically, it shall have a top horizontal fence element (pole, wire, etc.) that is not barbed, the fence's top elevation shall be no higher than 40 inches from the groundline, and there shall be at least 16 inches of space between the bottom horizontal fence element (pole, wire, etc.) and groundline.

3.4.2. Fences which are constructed to run parallel to any streams must be located at least 25 feet from open water.

3.4.3. Periphery fences that must cross streams must be marked so as to be clearly visible to wildlife by means derived through consultation with wildlife specialists.

3.4.4. No fences or other structures shall be built such that they obstruct the migration of fish within Medicine Lodge Creek or its tributaries without the prior written permission of the Trust which permission shall be at the absolute discretion of the Trust.

3.5. To lawfully use agricultural chemicals, including, but not limited to, fertilizer, herbicides, and biocides, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching, agricultural and habitat management purposes, provided that the use of such chemicals shall in all cases be in compliance with local, state, and federal regulations, standards, and guidelines and conducted in such a manner as to minimize adverse effects upon the underlying natural habitat values, natural functions of wetlands, and surface and subsurface water resources of the Property.

3.6. To construct or develop on the Property fish and wildlife habitat improvements, including but not limited to stream improvements designed to stop bank erosion, potholes or ponds for waterfowl, and vegetative plantings, provided that any such construction or development shall be (1) in compliance with the intent of this Conservation Easement, which is to conserve the diversity of fish and wildlife species native to the Upper Snake River Watershed and found on the Property, and (2) in compliance with local, state, and federal regulations regarding stream alterations.

3.6.1. Grantors agree to develop a general plan for enhancement of fish and wildlife habitats in consultation with Idaho Department of Fish and Game or other recognized fish and wildlife experts and the Trust. Once Grantors and the Trust agree to the terms of this Enhancement Plan, actions taken to implement this plan will not then require subsequent consultation with wildlife agencies or the Trust except where required by law.

3.7. To reintroduce, plant, and maintain native plant, fish and wildlife species, meaning those species whose natural distributions include the Upper Snake River Watershed, which have been reduced or extirpated from their former range or exist below normal densities, and whose reintroduction is intended to protect, preserve and enhance the natural, aesthetic, scenic, and wildlife habitat values of the Property.

3.8. To conduct studies on resident wildlife species, including those which involve capturing and marking of individual animals, provided that all such studies are to be conducted by competent wildlife researchers with all necessary permits as required by law to conduct such studies.

3.9. To remove trees, bushes, grasses and other vegetation from the Property only if the removal constitutes an action that is compatible with the purpose of this Conservation Easement.

3.9.1. Actions which are not compatible with the purpose of this Conservation Easement, unless specifically permitted by the prior written consent of the Trust, include, but are not limited to major land altering activities such as: clearcutting of native vegetation, wide-scale removal of topsoil, grading outside of permitted roadways or outside of the Building Areas, draining of wetlands, and similar activities.

3.10. To use the Property for walking, hiking, horseback riding, skiing, fishing, hunting and other recreational uses consistent with the purpose of this Conservation Easement and all applicable governmental regulations in regard to taking of fish and wildlife.

3.11. To introduce and maintain non-native vegetation and animal species on the Property to protect, preserve and enhance the aesthetic and wildlife habitat values of the Property, but only with the prior written consent of the Trust which consent may be refused or limited in the Trust's discretion.

EXHIBIT A PROPERTY LEGAL DESCRIPTION

Legal description of the E Marlowe Goble Medicine Lodge Creek Properties from Warranty Deeds and Title Searches completed by First American Title Company and records and maps of Clark County, Idaho, ranch names derived from past ownerships or geographic features (continued).

→ **Edie Creek Ranch** 478 acres

Township 12 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 3: NW 1/4 SW 1/4.

Section 4: E 1/2 SW 1/4,
N 1/2 SE 1/4.

Section 8: SE 1/4 NE 1/4,
N 1/2 SE 1/4,
SW 1/4 SE 1/4.

EXCEPTING THEREFROM: A Tract commencing at the SW Corner of the SE 1/4 of said Section 8; thence running North 28 rods; thence in a Southeasterly direction to a point 14 rods East of the point of beginning, thence West to said point of beginning.

ALSO EXCEPTING THEREFROM: A Tract of land 321.1 feet N53°00'E 321.1 feet from the SW Corner of the SW 1/4 SE 1/4; thence N31°30'W 150 feet; thence N58°30'E 175.0 feet; thence S31°30'E 150 feet; thence S58°30'W 175.0 feet to the point of beginning.

Section 9: N1/2 NW 1/4,
SW 1/4 NW 1/4.

Upper Irving Creek Property 640 acres

Township 13 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 21: S 1/2 NW 1/4,
N 1/2 SW 1/4,
SE 1/4 SW 1/4,
SE 1/4.

Section 22: SW 1/4 SW 1/4.

Section 27: NW 1/4

Section 28: N 1/2 NE 1/4.

Warm Creek Property 240 acres

Township 13 North, Range 32 East of the Boise Meridian, Clark County, Idaho.

Section 22: SE 1/4 NE 1/4,
NE 1/4 SE 1/4.

Section 23: W 1/2 SW 1/4,
SE 1/4 SW 1/4.

Section 26: NE 1/4 NW 1/4.

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 32-00047

NAME AND ADDRESS: E MARLOWE GOBLE
152 S 600 W
LOGAN, UT 84321

SOURCE: MEDICINE LODGE CREEK TRIBUTARY: SINKS
QUANTITY: 3.00 CFS
PRIORITY DATE: 08/01/1886
POINT OF DIVERSION: T12N R33E S08 NWNWNW Within Clark County
S17 SWSWNW
NWSWNE

TWO POINTS OF DIVERSION LOCATED IN T12N, R33E, S08, SWSWNW.

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	3.00 CFS
	Stockwater	01-01 TO 12-31	0.14 CFS

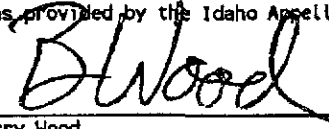
PLACE OF USE:	Irrigation	Within Clark County
	T12N R33E S08	NWNW 3.6 SWSW 23.0 SWSW 3.9
	S16	SESW 23.0 NWSW 8.3 SWSW 35.0
	107.8 Acres Total	
	Stockwater	Within Clark County
	T12N R33E S16	NWSW SWSW

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 10, 2003

MEDICINE LODGE RANCHES INC
C/O STUART BREINHOLT
HC 61 BOX 1380
DUBOIS ID 83423

RE: Transfer No.: 66543 - Water Rights 32-47, 32-2010 - Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

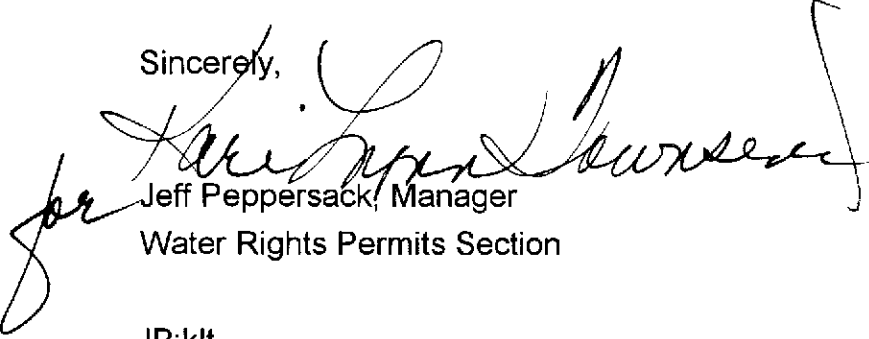
ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

MICROFILMED

If you have any questions, please contact me at 208-327-7940.

Sincerely,



Jeff Peppersack, Manager
Water Rights Permits Section

JP:klt

Enclosure(s)

cc: Idaho Department of Fish & Game
1515 Lincoln Rd
Idaho Falls, ID 83401

MICROFILMED

MAY 18 2007

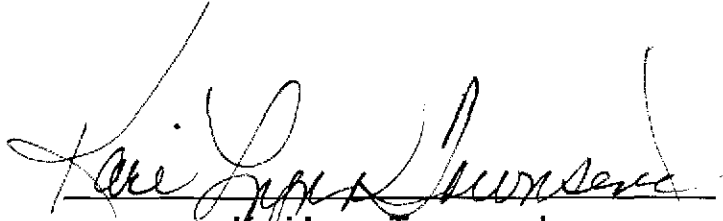
CERTIFICATE OF SERVICE

I hereby certify that on February 10, 2003 I mailed a true and correct copy, postage prepaid, of the foregoing TRANSFER APPROVAL to the person(s) listed below:

RE: TRANSFER NO. 66543 - WATER RIGHTS 32-47, 32-2010

**MEDICINE LODGE RANCHES INC
C/O STUART BREINHOLT
HC 61 BOX 1380
DUBOIS ID 83423**

**IDAHO DEPT OF FISH & GAME
1515 LINCOLN RD
IDAHO FALLS ID 83401**


Kari Lynn Townsend
Secretary

MAILED
FEB 13 2003

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

MICROFILMED

APR 1 8 1981

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

Date: February 06, 2003
To: Transfer 66543
From: dcarlson
Re: transfer evaluation

This transfer proposes move the POD into a new source, Edie Creek instead of Medicine Lodge Creek, and combine the POU for the two water rights.

Authority to File:

Applicant is the decreed SRBA water right holder.
Warranty deeds are in the Adjudication files.

Water Right Validity:

The rights involved have been recently decreed in SRBA.
Forfeiture does not appear to be an issue.

Injury to Other Water Rights:

No injury issues identified. Idaho Fish and Game protest was withdrawn.

Enlargement of Use:

There is no evidence of enlargement of use.

Local Public Interest:

No issues identified

Beneficial Use / Conservation of Water Resources:

No issue identified.

Review of the application finds there is not clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

The application was advertised. Idaho Fish and Game protest was withdrawn.

MICRO, 12/11

4/15 1/1/2017

TRANSFER REVIEW SHEET

Trans # 66543Date Reviewed 2/6/2003Right No(s). * 32-47 32-2090
Split? Y N Y N Y N Y N Y NAREA OF CONCERN: No/Yes NO

PURPOSE OF TRANSFER FOR EACH RIGHT:

Change p/d Change use period Change p/u
Add p/d Change nature of useRightID's of From & To records correct? XY N (resolve with S.O.)

Check for Partial Decree issuance, etc. since time of application's entry

PROOF OF OWNERSHIP COMPLETE FOR OLD & NEW P/U yes Lien Holder Release NA

GROUNDWATER:

DRILLING PERMIT

All wells - 046
DP upgrade req'd Y N (contact GW)
WMD - North/East/West
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 067

WMD

≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 01M or 01Q

SUPPLEMENTAL

- 065-104 (where irrigation is the only use)

SUPPLEMENTAL

- 100-105 (where there are other uses besides irrigation)

WITHIN ESPA

- 113-114-116 (mitigation)
- 115 (meas. Device)

USES:

STORAGE - 18C-R02-01P-18B-NA
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
Volume only - R58/R59/R60/R61
STOCKWATER - R37 (all BLM/USFS)
MINING - 054-106
FISH PROP - 029 (70's basins only)-007-122-106
HEAT/COOL - R07 (injection well)
FIRE PROT. - 077
DAIRY - 082 (zoning if a concern)-106-WD8

USES:

POWER - 17H-17K (+uses)-025-106
MUNICIPAL
Restricted area - 022-075 RAFN - 007-109-X64
Irr., GW supp to SW - 102
DOMESTIC
Surface water - WB5 (Big Wood or Boise above Star Bridge)
- 27A (Payette River)
>1 in restricted area - 070-071-075 (no parks/common areas, etc)
Irr use listed separate - WB5

MISC CONDITIONS/REMARKS:

T07 - 1 yr to develop
T08 - comply or rescind
T17 - >1 pd, measure all (use w/ WB4)
T18 - Special T17 & R43 combined -
multiple pds in WDProtested - 020-X19
Water Quality - 106-R07

X27 - Number of acres/season in ppu

X35 - Combined totals of multiple rts

X49 - measure p/d's (source chg'd to orig trib)
X51 - 2+ yrs to develop
X53 - Use ltd to orig. source availability
X54 - forfeited ac/rate (used rarely)
X55 - (transfer shrinks total water to less ac)
004 - no right-of-way
X58 - pending claim (statutory or AJ b/u claim)
X61 - extended irr season
X62 - replaces N11 and N13
X63 - replaces C12
WB4 - + p/ds, cfs & afa (used with T17)
WD8 - land application of waste water
01Q - used instead of 01M when there's another meas. Cond (i.e. T17 & 01M)

Apply one to chg'd & unchg'd

rts that are subject to SRBA:

T09 - on-going SRBA (no Dir Rpt
or Recomm yet)T19 - replaces C18
(if at Recommendation
or Partial Decree stage)T20 - use only on unchg'd rts
not subject to SRBA

OTHER CONDITIONS/REMARKS

COMMENTS

Database files updated DC Approval form printed CS Shape files created DC

Special Mailing Instructions (cc's, etc)

Final database update after approval CS *Comment to WR No(s). NA

RECEIVED

OCT 28 2002

PAM/SHARLA

Department of Water Resources

Tr 5121/66543 was started prior to the SRBA findings and therefore the POU was incorrectly described. That was changed on the amended version when the decrees were issued. Also enclosed is an agreement with Id Fish and Game to resolve their protest an a trespass contract with BIm.

Hunt - 10-21-02

PS Shape Filter appear to be done

MICROFILM

OCT 28 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5121

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Medicine Lodge Ranch C/O Stuart Breinholt Phone (208) 374-5775
Post Office address HC 61 Box 1380, Dubois ID 83423

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Change source
2. Describe the reason for the proposed changes We wish to go to a higher elevation and use a gravity flow system from Edie Creek. This will be a more efficient sprinkler oriented system.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|--|-----------------------------|--|---|--|
| <u>32-00047</u> | <u>8/01/1886</u> | <u>3.00</u> | <u>Irrigation</u> | <u>4-15</u> to <u>11-01</u> |
| <u> </u> | <u> </u> | <u>.14</u> | <u>Stockwater</u> | <u>1-1</u> to <u>12-31</u> |
| <u>32-02010</u> | <u>10/29/1906</u> | <u>3.20</u> | <u>Irrigation</u> | <u>4-15</u> to <u>11-01</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> to <u> </u> |
| 2. Total amount of water being transferred | | <u>6.20</u> | cubic feet per second and/or _____ acre-feet per annum. | |
| 3. Source of water <u>Edie Creek</u> | | tributary to <u>Medicine Lodge Creek</u> | | |
| 4. Point(s) of Diversion: | | | | |

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total acres 294

PART 1

6. General Information:

a. Description of diversion system Weir pond with a collection and over flow system then to a pipeline and bubbler with meter to hand lines.

N/A b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

N/A

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

MICROFILMED
MAR 28 2002

PART 2

TRANS NO.

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 32-00047

STAGE: DECREED

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	3.00 CFS

<u>SOURCE</u>	<u>TRIBUTARY OF</u>
MEDICINE LODGE CREEK	SINKS

Priority: 08/01/1886

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
12N	33E	7	NENE	SENE	NESE	
		8	NWNW	SWNW	NWSW	
			SWSW	SESW		
		16	NWNE	SWNE	SENE	
			NWNW	SWNW	NWSW	
			SWSW			
		17	SENE	NESW	NWSW	
			SWSW			

CONDITIONS/REMARKS:

1. STIPULATED AGREEMENT, 9/15/1953. P/D & P/U INCOMPLETE.

MICROFILMED

SEP 11 1980

PART 2

TRANS NO.

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 32-02010

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	3.20 CFS
DOMESTIC	to	
	Totals	3.20 CFS

SOURCETRIBUTARY OF

MEDICINE LODGE CREEK

SINKS

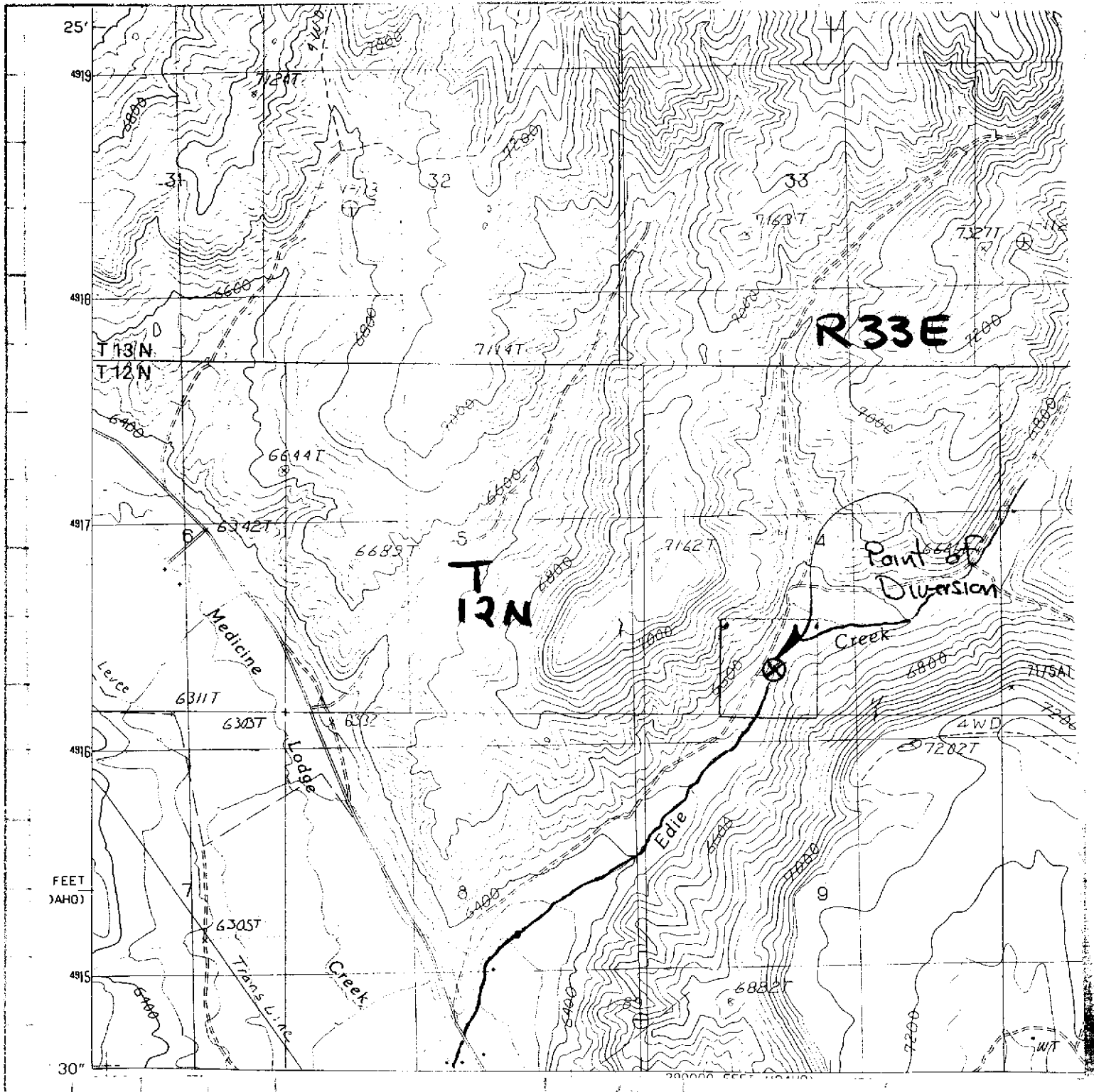
Priority: 10/29/1906

LOCATION OF POINT(S) OF DIVERSION:NESE , Sec. 6, Township 12N, Range 33E
CLARK CountyPLACE OF USE: See RemarksCONDITIONS/REMARKS:

1. P/D & P/U INCOMPLETE. SEE FILE.
2. LICENSE INCORRECTLY INDICATES FREMONT CO.
3. LICENSE DOES NOT DESCRIBE P/D OR P/U BY 1/41/4, SECTION.

RECORDED
INDEXED
JAN 11 1907

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

Places of
use

T
12N

990000 FEET
(IDAHO)

410000 00"

914000

4913

4917

4916

4915

Medicine

R33E

Lodge

Creek

Edie

Webber

Creek

Creek

MILNE

6134AT

6458T

6479AT

6367T

6228T

6200

6148T

6199T

6500

6500

6882T

6400

6600

6600

7162T

6689T

6644T

6342T

6311T

6305T

6302

6305T

9

18

21

5

4

5

18

19

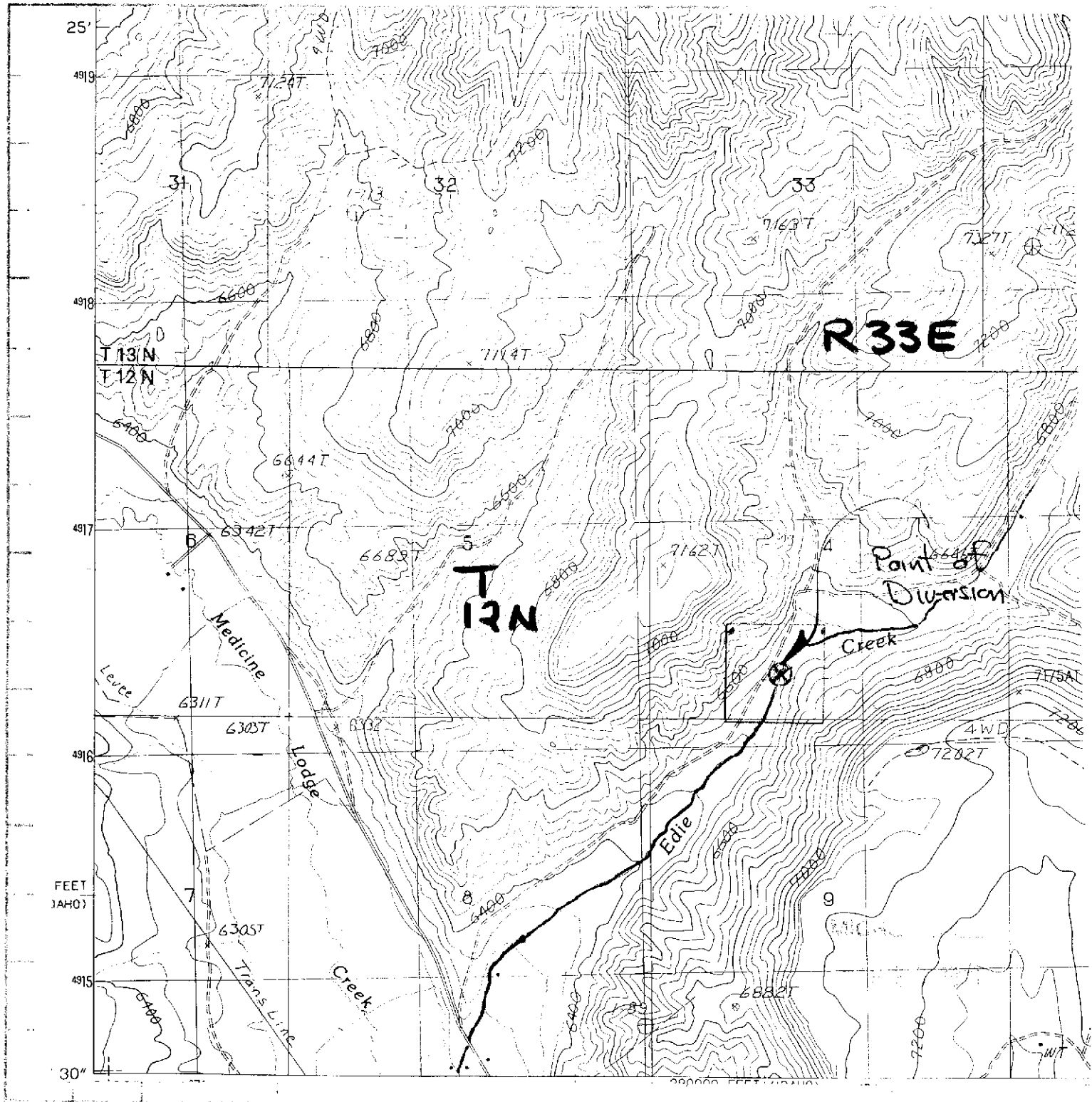
1

20

64

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Christ Braillet Manager

(Signature of Applicant)

Subscribed and sworn to before me this 5th day of August, 1997.

Michael Sumner

(Notary Public)

My commission expires 4-17-02

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and _____ attachmentsReceived by HWT Date 8-5-97Protest filed by WD Fish & GamePrelim. check by _____ Fee \$100Receipted by HWT #E023487 Date 8-5-97Published in Post Register

Copies of protest forwarded by _____

Pub. dates Aug. 21 & 28, 1997

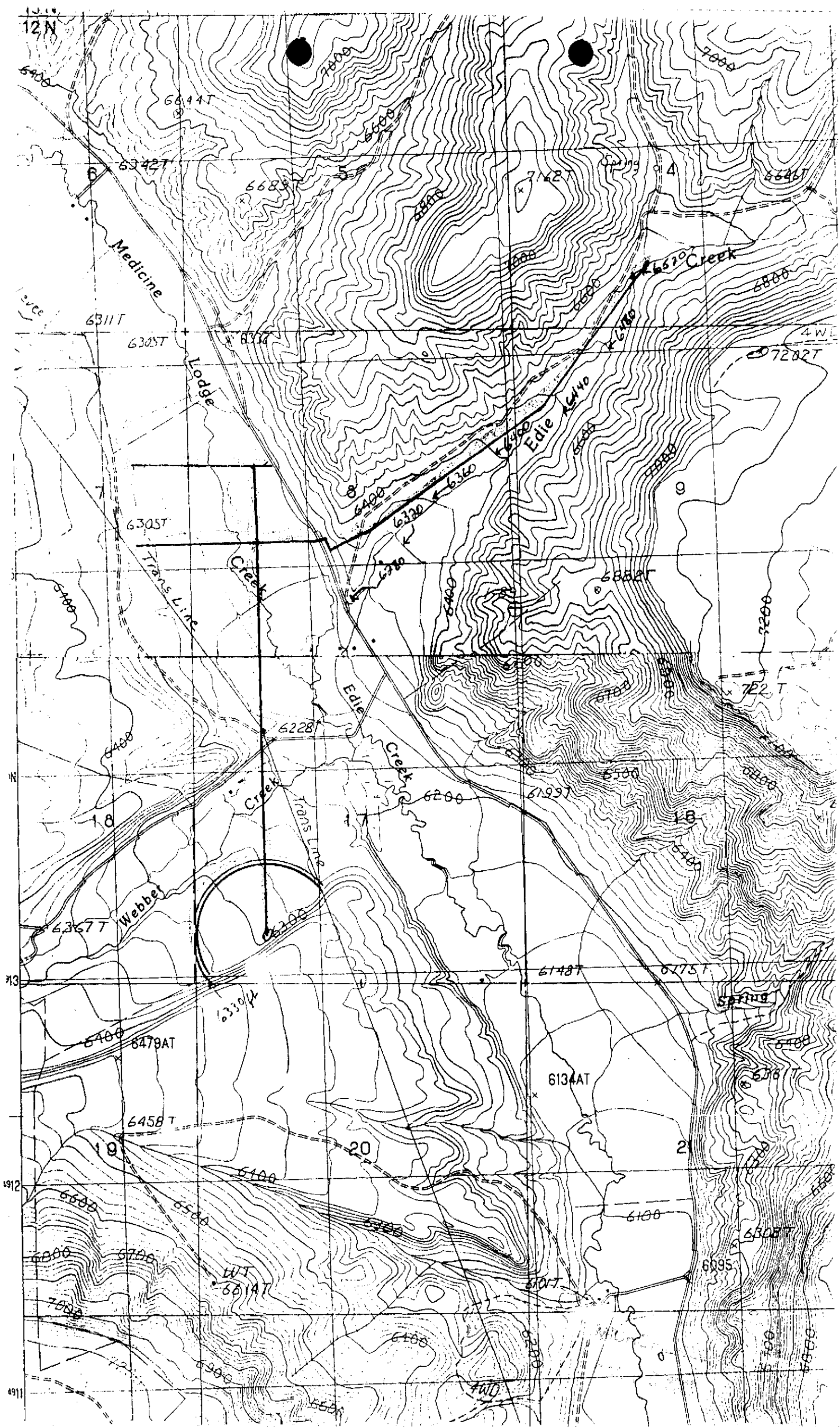
Hearing held by _____ Date _____

Watermaster recommendation requested on 8-11-97Recommended for ☒ approval ☐ denialWD 32-C Shenton rec'd.by PRC

Copy of transfer sent to lien holder _____

MICROFILM

MAR 25 2002



RECEIVED

JUL 16 2002

01-99

State of Idaho
Department of Water Resources

Department of Water Resources

RECOMMENDATION OF WATERMASTER

Application No: 5121

Applicant=s Name: Medicine Lodge Ranch

Watermaster=s Recommendation:

- a) ☐ I do not oppose approval of this application.
- b) ☒ I do not oppose approval of this application if it is conditioned as follows: As long as all headgates and measuring devices are up to Idaho code.
- c) ☐ I oppose approval of this application for the following reasons:
- d) ☐ Additional Comment:

Dated this 1 day of July, 2002 .

Water District No: 32-C


Watermaster=s Signature

RECEIVED

JUL 09 2002

Department of Water Resources
Eastern Region

MICROFILMED

JUL 24 2002

66-645

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

8-1-97
5121
66543

INITIAL REVIEW BY: PRM

1. Right number 32-00047, -02010 Applicant Medicine Lodge Ranch
2. Type of right: ☒ Decree ☒ License ☐ Claim
3. Purpose of transfer: ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☒ Other Δ SOURCE

4. Check: 2.14 CFS STOCK PER SRBA AS2-00047

- a. ☒ Source ☒ Priority ☒ Amount ☒ Purpose ☐ Period of use

b. ☒ Description of original point of diversion.

c. ☒ Description of original place of use.

5. Amount of land &/or water transferred:

- a. ☒ All of right.
- b. ☐ Part of right (NOTE: Part B should be filled in only if part of the right is owned by the applicant).
- c. ☒ Check description of point(s) of diversion.
- d. ☒ Check description of place of use. ~
- e. ☒ Check map (shows p.d. and p.u. after transfer).
- f. ☒ Check for correct signature, notarization, and fee.
- g. ☐ Check proof of ownership of right &/or land from which water is transferred. Need Tax notice
- h. ☒ Check for expansion in use of right. Comments SEE NOTE ABOVE

PLEASE NOTE: SEVERAL RIGHTS
APPEAR TO DIVERT DOWNSTREAM
FROM PROPOSED P/D AS PER
SRBA POD INDEX (ATTACHED)

- i. ☒ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) SEVERAL - SEE ATTACHED POD INDEXES

- j. ☒ Is use within a Watermaster District? ☒ Yes ☐ No

If yes, what district? WD 32 - Medicine Lodge (Greg Shurtell)

Also send copy
to JD Fish & Game
via Bob Martin
@ Idaho Falls Office
8-11-97

FINAL PROCESSING REVIEW BY: _____

1. Watermaster recommendation requested on 8-11-97 Received on _____
2. Is transfer published correctly? ☐ Yes ☐ No
3. Protest received? ☒ Yes ☐ No

RECOMMENDED ACTION

1. ☒ Approve

2. ☐ Deny

3. Conditions* Control of the Water Master

4. By [Signature] Date 8/16/02

TR 50 8-11-97
AD 50 8-11-97

* All uses within Watermaster Districts require special conditions.

5121/66543



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 24, 2002

Greg Shenton
WATERMASTER #31
PO Box 33
Dubois ID 83423

RE: Application for Transfer #5121

Dear Greg:

Please find enclosed a copy of the above referenced application. Please review the application and submit any comments you may have to our Department as soon as possible in the enclosed self addressed envelope.

If you have any questions, please feel free to contact us. Thank you for your cooperation in this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Harold W. Jones".

Harold W. Jones
Water Right Supervisor

HWJ:sc

Enclosure

MICROFILMED
SEP 24 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

June 24, 2002

KARL J. DREHER
Director

Medicine Lodge Ranch
C/O Stuart Breinholt
HC 61 Box 1380
Dubois ID 83423

RE: Withdrawal of protest on Application for Transfer No. 5121 (new number 66543)

Dear Sir:

This Department has received a withdrawal of protest with conditions from Idaho Department of Fish & Game.

Our office will be sending your application to Boise for processing.

If you have any questions, please call our office.

Sincerely,

A handwritten signature in cursive script that reads "Harold W. Jones".

**Harold W Jones
Water Rights Supervisor**

HWJ:sc

MICROFILMED

1999 10 21



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 24, 2002

Idaho Department of Fish & Game
1515 Lincoln Rd
Idaho Falls ID 83401

RE: Withdrawal of protest on Application for Transfer No.: 5121 (new transfer #66543)

Dear Protestants:

This Department has received the withdrawal of protest with conditions against the application for Medicine Lodge Ranch.

We will send this file to Boise for process this application.

If you have any questions, please call our office.

Sincerely,

**Harold W Jones
Water Rights Supervisor**

HWJ:sc

MICHAEL W. JONES

MAY 23 2002

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 10 2002
Department of Water Resources
Eastern Region

IN THE MATTER OF) STIPULATION TO RESOLVE
APPLICATION FOR TRANSFER) PROTEST OF THE IDAHO
NO. 5121 IN THE NAME OF) DEPARTMENT OF FISH AND
MEDICINE LODGE RANCHES) GAME

Medicine Lodge Ranches, Inc. filed Application for Transfer No. 5121 concerning water right nos. 32-00047 and 32-02010 on August 5, 1997. The Idaho Department of Fish and Game, hereinafter "IDF&G," filed a timely protest to Application for Transfer No. 5121. The parties stipulate and agree to resolve this protest as follows:

1. Medicine Lodge Ranches agrees that the following condition may be included in the description of water right nos. 32-00047 and 32-02010 as a part of the approval of Application for Transfer No. 5121:

The use of water under water right nos. 32-00047 and 32-02010 shall be limited as follows: (a) when the flow in Edie Creek at the point of diversion for water right nos. 32-00047 and 32-02010 is equal to or less than 2 cubic feet per second, then no water shall be diverted under water right nos. 32-00047 and 32-02010; (b) when the flow in Edie Creek at the point of diversion for water right nos. 32-00047 and 32-02010 is greater than 2 cubic feet per second but less than 8.2 cubic feet per second, then the amount of water in excess of 2.0 cubic feet per second may be diverted under water right nos. 32-00047 and 32-02010; and (c) when the flow in Edie Creek exceeds the amount of 8.2 cubic feet per second, then the amount of 6.2 cubic feet per second may be diverted under water right nos. 32-00047 and 32-02010. The amount of water diverted under water right nos. 32-00047 and 32-02010 shall never exceed the amount of water necessary for the reasonable beneficial use of the water.

2. The IDF&G agrees (i) that the inclusion of this condition in the description of water right nos. 32-00047 and 32-02010 as a part of the approval of Application for Transfer No. 5121 resolves the protest of IDF&G and (ii) that the Idaho Department of Water Resources, hereinafter "IDWR," may approve Application for Transfer No. 5121 with the above condition without further protest by the IDF&G.

MICROFILMED
SEP 10 1997

3. Both parties request the IDWR to include the above condition in any approval of Application for Transfer No. 5121.

4. This Stipulation was reached through negotiations for the purpose of resolving legal disputes, including a pending administrative matter. All parties agree that no offers and/or compromises made in the course of the negotiations shall be construed as admissions against interest or be used in any legal proceeding.

5. All parties agree to bear their own costs and attorney fees in connection with this matter.

6. This Stipulation was entered into and executed voluntarily by all parties in good faith, and without fraud, misunderstanding, overreaching, misrepresentation, duress, or undue influence.

7. Each person who executes this Stipulation represents that that person has taken the necessary steps to secure the actual authority to execute this Stipulation on behalf of the person's principal.

8. This Stipulation is executed in duplicate. Each of the two Stipulations with an original signature of each party shall be an original.

Medicine Lodge Ranch

Stuart Breinholt
Mr. Stuart Breinholt
Medicine Lodge Ranches, Inc.

R.J. Saban

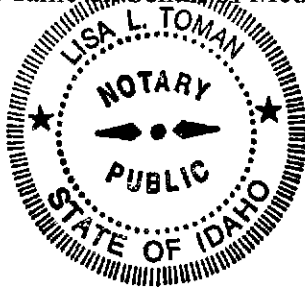
Mr. Robert J. Saban
Idaho Department of Fish and Game

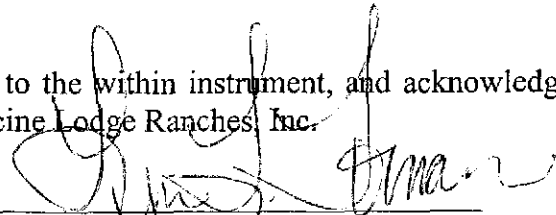
State of Idaho)
) s.s.
County of Clark)

On this 10th day of July, in the year of 2002, before me Heath Thomas, a notary public, personally appeared Stuart Breinholt, proved to me on the basis of satisfactory evidence

MICROFILMED
MAR 18 2003

to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Medicine Lodge Ranches, Inc.




Notary Public

Residing at: Idaho Falls, Idaho

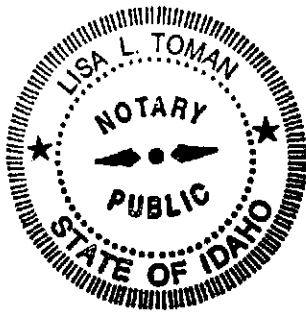
My Commission expires: 5/17/07

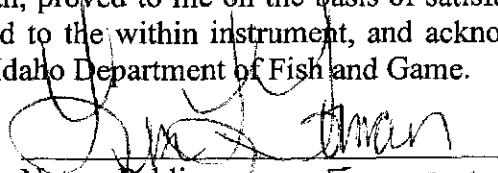
State of Idaho)

) S.S.

County of Clark)

On this 10th day of June, in the year of 2002, before me Lisa L. Toman, a notary public, personally appeared Robert J. Saban, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the Idaho Department of Fish and Game.




Notary Public

Residing at: Idaho Falls, Idaho

My Commission expires: 5/17/07

MICRO COPY

6/21/07

Lower Edie Creek at Lower BLM Boundary, above road crossing and Dry Fork

This station is in T12N R33E S3 SWNW, in Clark County.

Date	Streamflow (cfs)	Water Temp. (°C)	pH	Diss. Oxygen (mg/L)	Total Suspended Sediment (mg/L)	Sediment Load (Tons/Day)	Nitrate/Nitrite as N (mg/L)	Total Kjeldahl Nitrogen (mg/L)	Orthophosphate (mg/L)	Total Phosphorus (mg/L)
07/21/82	7.47	14.4	8.5	9.2						
05/01/91	1.05	5.0	10.8							
05/14/91	0.81	8.0			28.0	0.06				
07/06/92	1.64	15.5		9.3						
07/12/94	1.30	15.0								
06/22/95	26.27	7.0			118.0	7.99				
05/12/97	2.35	12.0			36.0	0.22				
05/01/00	2.23	15.0								
05/30/00	2.66	12.9	8.83		22.0	0.15				
06/08/00	1.46				45.0	0.17				
06/26/00	1.93	12.8	8.79		14.0	0.07				
07/12/00	1.93	14.1	8.72				0.10	0.23	0.018	0.027
08/02/00							0.11	0.29	0.020	0.144
08/29/00	1.46						0.15	0.20	0.009	0.033
09/01/00	1.75	8.9	8.64							

BRIAN J. LEE
2000

Upper Edie Creek below Uppermost Exclosure

This station is on BLM lands in T13N R33E Section 26 NWNE, in Clark County.

Date	Stream-flow (cfs)	Conduc-tivity (umhos /cm.)	Water Temp. Deg. F.	pH	Diss. Oxygen (mg/L)	Total Suspend-ed Sediment (mg/L)	Sediment Load (Tons /Day)
07/21/82	0.68	350	52.0	8.0			
07/06/92	0.68	270	45.1		10.5		
05/12/97	2.10	235	46.4			13.0	0.07

MICHAEL J. BROWN

WATER QUALITY



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

April 27, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Medicine Lodge Ranch
C/O Stuart Breinholt
HC 61 Box 1380
Dubois, ID. 83423

Dear Mr. Breinholt:

It has been about three years since transfer #5121 was filed to try to move Medicine Lodge Creek water in the Edie Creek pipeline. This application was protested by the Idaho Fish and Game Department and the issue has never been resolved.

I will need you to respond within 30 days as to what next step you are going to take to either resolve the protest, go to a hearing or withdraw the application. I have enclosed a withdrawal form for your use if you choose that option.

Sincerely,

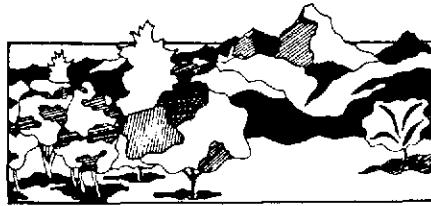
Harold W. Jones
Water Right Supervisor

HWJ::dn

enc

MICROFILMED

APR 28 2000



RECEIVED

MAR 11 1998

Department of Water Resources
Eastern Region

Harold Jones
Dept. of Water Resources
900 North Skyline Dr.
Idaho Falls, Idaho 83402

March 9, 1998

Dear Harold,

Enclosed are 6 pages of draft meeting notes from the meeting held February 13, 1998 pertaining to the Medicine Lodge Ranch. Please review these notes thoroughly to ensure that we correctly represented your position and did not omit any crucial points. Please return any corrections to the Land Trust office by March 24 or fax your comments to our office at (208) 354-8939 during work hours.

Thank you for attending this meeting. We are hopeful that it served as an important first step to resolving your concerns and will be an important start to helping Dr. Goble achieve his conservation goals for the Ranch.

If all goes as planned we will be scheduling our next meeting for April. Please let us know if there are any days better for you to meet.

Sincerely,

Mary Maj
Stewardship Director

Mike Whitfield

MICHAEL
MAR 11 1998

**Draft Meeting Notes
Medicine Lodge Ranch Meeting**

February 13, 1998

Bureau of Land Management Office
Idaho Falls, Idaho

Attendees: Dr. Marlowe Goble and Stuart Breinholt, Medicine Lodge Ranch; Bob Martin and Mark Gamblin, Idaho Department of Fish and Game; Tom Gooch, Karen Rice, Mike Stoddard, Pat Koelsch, Bruce Bash, and Dan Kotansky, Bureau of Land Management; Harold Jones, Idaho Department of Water Resources; Bob Lehman, Natural Resources Conservation Service; Michael Whitfield and Mary Maj, The Teton Regional Land Trust.

The purpose of this meeting was to bring together parties interested in helping Dr. Goble achieve his conservation intentions on the Medicine Lodge Ranch in Clark County, Idaho.

I. Medicine Lodge Ranch owner, Dr. Marlowe Goble, first spoke of his history on the Medicine Lodge Ranch and his intentions for the ranch.

Historically, there were several small ranches in the Medicine Lodge, each of which wintered 200 to 300 head of cattle. Dr. Goble, through a number of purchases over the years, has consolidated several of these ranches into the approximately 5,000 acre Medicine Lodge Ranch. His overall intention for the Ranch is to restore the canyon to good health, with interest in fish and wildlife. Dr. Goble stated that he intends to make the Ranch a sustainable operation. He is looking for a comprehensive plan to improve the fishery. He has closed fishing on his property to restore, not just fish numbers, but fish size in Medicine Lodge Creek. He is concerned about low mule deer numbers in the area, and is working with Idaho F&G to address these concerns. He plans to put most of the Ranch into native grasses, and seeks a balance between livestock and wildlife.

Dr. Goble's management goal for forage is to cut native grass hay once annually for livestock use, and leave standing grass in the field for wildlife and winter grazing. He wants to work with the agencies to learn how to protect riparian habitat health, such as those factors identified in University of Idaho studies. He has paid for several studies to describe the Ranch's resources and gain recommendations for better management.

In reference to the Edie Creek Project, Dr. Goble stated he had no intention of drying up Edie Creek. He hoped to transfer the water right to gain more efficient coverage of his ground and sustain grasses. He said he would abandon the Edie Creek Project, in which he has invested \$150,000, if the fisheries would be degraded by the project. The Edie Creek irrigation project was designed to use no more water than currently used, to irrigate the same acres of land currently irrigated, and to conserve water by putting it into a pipe rather than spreading it out in flood irrigation.

MICAC...

1998-2-13

II. Presentation of Agency roles pertinent to Medicine Lodge.

A. BLM representatives presented their agency's perspectives on management of Medicine Lodge Creek's public lands.

Tom Gooch, BLM Range Staff, first spoke of his agency's range planning for Medicine Lodge Creek. Within the allotments in the area, the BLM is assessing allotments to assure that they meet the agency's Standards and Guides. Working with the permittees, they plan to develop water to enhance the Edie Creek Hills Allotment. Some minor changes in allotment management are needed.

Karen Rice, BLM ecologist, spoke of riparian data collected by contract with the University of Montana. She noted that Edie Creek riparian corridor is in an at risk category based upon vegetation and physical characteristics. Many years of livestock use have resulted in too much willow use, too many weedy species, and erosive banks.

Bruce Bash, BLM realty specialist, explained the process for gaining right-of-way across BLM public land. An applicant must go through a formal process to assure that federal mandates are covered, such as cultural and wildlife clearances. The Ranch received a verbal OK to proceed with the project, but did not complete the formal process. The Ranch has since filed an application for the pipeline crossing, but the permit has not been processed pending the Idaho Dept. of Fish and Game's protest. The BLM will issue a permit when the Edie Creek water right issue is resolved with the Idaho Dept. of Water Resources. (A discussion of diversion point then arose, which is documented below.)

A secondary issue resulted from fence upgrades on the old Ellis Ranch. Apparently the old fence line included some BLM land, and the change in use from cattle to buffalo inside the improved fence has resulted in a new use for public land. This issue will require an application and an environmental analysis. About 15-20 acres are involved.

B. Harold Jones discussed Medicine Lodge Ranch's current water rights and pending water right applications.

The Idaho Dept. of Water Resources accounts for existing water rights, and allows for public input for water use and movement of rights. The agency is not mandated to provide for minimum flows. Current water rights of interest here are:

<u>Existing Water Right</u>	<u>Point of Diversion</u>	<u>CFS</u>	<u>Priority</u>
32-02073	NWSE sec. 8 T12N, R33E. Edie Creek	1.92	Jan. 2, 1918

<u>Water Right</u>	<u>Point of Diversion</u>	<u>CFS</u>	<u>Priority</u>
32-07038 (May Ranch Application for supplemental use on existing irrigated lands.)	" " "	3.62	Aug. 15, 1975
32-00047 (Application pending for transfer to Edie Creek)	SESW Sec. 4 T12N, R33E Medicine Lodge Cr.	3.00	Aug. 1, 1886
32-02010 (Application pending for transfer to Edie Creek)	SESW Sec. 4 T12N, R33E Medicine Lodge Cr.	3.20	Oct. 29, 1906

Harold mentioned that the use of water from the application transfer needs to be consistent with the previous water rights uses, i.e. for livestock and irrigation.

C. Bob Lehman, Natural Resource Conservation Service engineer, described the Edie Creek irrigation system as he designed it.

Lloyd Bradshaw and other NRCS personnel told Bob that there were ditches off of Edie Creek where the water had been diverted, and indicated that water rights were in place. Because there was no federal cost share, there was no environmental analysis for the project. Bob worked up a design with up to 8 lines, 30 nozzles per line, to assure sufficient irrigation based upon soil types and peak use need. Based on the number of nozzles, diameter of outlines and needed pressure for the distance and acreage covered, the maximum capacity of the ten (10) inch pipe is 3 cfs. Bob noted that weirs can be used to determine at what Edie Creek flow water is drawn off into the system, and what flow is allowed to continue down stream.

D. Bob Martin and Mark Gamblin introduced Idaho Dept. of Fish and Game's position and interest on Edie Creek.

Fish surveys conducted last year on Edie Creek yielded 40 fish per 100 yard sampling area. A healthy population of brook trout, 9-13" in length, were found. Migration of spawning trout up Edie Creek occurs in late summer. Water needs are for 1) habitat maintenance, and 2) fish passage during migration.

Bob noted that Medicine Lodge Creek is an important stream in Southeast Idaho because it remains an intact system, with all of the tributaries connected by flows. This is particularly important to the long-term persistence of native cutthroat trout, which have suffered significant population declines in much of their range, in part due to habitat fragmentation.

MLC

8/22/2001

Bob said his agency is currently very interested in maintaining the current brook trout fisheries. In the future the Department may decide to eliminate the brook trout fishery (non-native species) in an effort to restore native cutthroat trout to the Medicine Lodge drainage.

The Department's concern is that removal of 3.0 cfs from Edie Creek, in most years (based on BLM hydrologist Kotansky's measurements) would dewater the stream and degrade the current fisheries. If pressed, the Department would come up with a minimum flow needed in Edie Creek to maintain the fisheries and riparian habitat. Mark and Bob assured Dr. Goble that their suggested minimum flow would be above 1 cfs.

E. Dan Kotansky, BLM hydrologist, described Edie Creek from a hydrological view.

Edie Creek is a long stringer spring creek that is fed by a relatively small headwater basin, and only a few springs, has few lateral streams and forks, and is very transmissive. Dan believes that Edie Creek, which is about 4 feet wide, runs 1-2 cfs by late June in years of normal precipitation, and may reach 3 cfs in years of high precipitation. Dan provided available flow data for Edie Creek and Irving Creek.

Karen Rice explained the BLM commitment to protect and restore riparian habitats in the Medicine Lodge drainage. Information on riparian habitat in the Medicine Lodge can be accessed over the Internet at - <http://www.rwrp.umd.edu/> (click on database).

F. Michael Whitfield presented the Teton Regional Land Trust's perspective.

Teton Regional Land Trust (TRLT) accepted a conservation easement on 2,617 acres of the Medicine Lodge Ranch in December, 1995. TRLT recognizes the benefit of conserving this ranch for its fish and wildlife values, scenic open space, and valuable livestock forage for traditional ranching uses. TRLT is currently involved because of the Land Trust's responsibility to monitor and defend the Easement.

A clause in the Conservation Easement assures that "Grantors specifically retain all rights, title and interest in and to all tributary and non-tributary water, water rights, and related interests, in, on, under or appurtenant to the Property. Grantors retain the right to legal diversions of irrigation water from streams on the Property provided that such diversions do not dewater streams to the degree that dependent fisheries are destroyed."

Handwritten notes:
10/1/95
10/1/95

III. Discussion of the Edie Creek irrigation project issues and concerns.

A. Water Rights Transfer to Edie Creek.

Based upon their analysis of existing flow data, the Idaho Dept. of Fish and Game and BLM do not believe that there is sufficient flow in Edie Creek to support a 3 cfs diversion as proposed. Dan Kotansky noted that there is enough water in the Creek to fully run the irrigation system in only a few unusual years. Thus, the diversion as proposed would likely destroy the Edie Creek fishery.

There was discussion of several options for transfer of water right from Medicine Lodge Creek to Edie Creek, to provide the 3 cfs needed to irrigate the entire project area from the pipeline. The group also discussed other potential remedies to the Ranch's need for water, including use of ground water, and a diversion system on Irving Creek.

B. Point of Diversion.

A key water right issue is the point of diversion. The currently developed pipeline will divert water from Edie Creek at a point up stream from the historically recognized point of diversion described on the water right. This upper diversion point, in section 4, is the one the water master has directed the Ranch to take Edie Creek water from (it is an old ditch line) since they have owned the Ranch.

Harold Jones stated that it is a simple matter of amending the water right to acknowledge this upper point and thus revalidate the water right (WR# 32-02073) after the Ranch has presented this correction to the Dept. of Water Resources. BLM will provide the Ranch with the proper right-of-way permit to cross public land with their pipeline once the water right issue is cleared.

Dr. Goble will still look at using his existing Edie Creek water right through the new pipeline to irrigate the 96 acres tied to this right. He will complete the project to the extent that it adequately protects fish moving up or down Edie Creek. The Ranch will use this water right from May until August, or until the water master tells the Ranch otherwise.

4/25/11

WR# 32-02073

IV. Next Steps

Dr. Goble offered to look at other options for irrigating all of his lands, and reiterated his intent to conserve fisheries. It was suggested that all attendees look at the larger watershed picture with Dr. Goble's irrigation needs in mind, and not just at one tributary. To this end the following points need further examination.

- (1) Medicine Lodge Ranch needs to apply for an amendment to the existing Edie Creek water right to correct the point of diversion. The Ranch will also build a weir structure in Edie Creek to assure fish passage and measure water before diverting water into the pipeline.
- (2) Once the Edie Creek water right is amended, the Ranch should work with Bruce Bash for a right-of-way permit to allow the pipeline to cross 300 feet of BLM land.
- (3) Medicine Lodge Ranch will contact Dave Stelzer to learn his interest in potential cooperation to irrigate lands from Irving Creek.
- (4) Dan Kotansky will collect flow data information for Irving Creek, including information from Targhee National Forest and snow course and USGS data bases. Dan will also look at the entire drainage of interest here for water availability.
- (5) Harold Jones will summarize all of the Ranch's ground and surface water rights to clarify the bigger picture for irrigation opportunities. (The water right transfer applications are currently in limbo, and will not be processed at this point.)
- (6) Bob Lehman will do some preliminary elevation (gradient) calculations of Medicine Lodge Creek as a potential irrigation source.
- (7) The Land Trust, with the help of Lyn Benjamin, will monitor water flow of Irving Creek, if needed. Flows would be measured below potential diversion points in the spring through late summer to help assess opportunities.
- (8) The Land Trust will assist the Ranch in facilitation of a spring field trip to discuss overall ranch operations and conservation opportunities.
- (9) The Land Trust will initiate a wildlife and vegetation enhancement plan this spring, and continue to monitor the easement.
- (10) Idaho Department of Fish and Game will make their fisheries staff available to the Ranch for consultation on fishery needs and enhancement opportunities. BLM may help with this analysis.
- (11) The entire group will meet again prior to May, 1998 to discuss available information.

**Medicine Lodge Ranch Projects, Agency Coordination
BLM Office, February 13, 1998**

Meeting Agenda

- 9:00** Review meeting objectives, agenda and meeting rules.
- 9:05** Brief introduction of attendees: their roles and responsibilities as they relate to the Edie Creek Project/Medicine Lodge area.
- 9:30** Medicine Lodge Ranch - describes project objectives (long and short term), design, and implementation schedule.
- 10:00** Break
- 10:15** Presentation of Edie Creek Issues and concerns. Discussion of potential solutions to issues and concerns.
- 12:00** Adjourn for lunch
- 1:00** Return to project discussion if necessary

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APR 21 1999



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Upper Snake River Districts
Medicine Lodge Resource Area
1405 Hollipark Drive
Idaho Falls, Idaho 83401-2100

In Reply Refer To:
IDI-32295

January 16, 1998

Mr. Harold Jones, Water Rights Supervisor
Idaho Dept. of Water Resources
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402

RECEIVED

JAN 20 1998

Department of Water Resources
Eastern Region

Dear Mr. Jones:

Our agency is involved with a right-of-way application filed by the Medicine Lodge Ranch owned by E. Marlowe Goble of Logan, Utah. It's our understanding that the Medicine Lodge Ranch has filed for a point of diversion change (transfer # 5121) to divert water out of Edie Creek. It's also our understanding the Idaho Fish & Game has protested this proposed change.

Some time during the summer of 1997 the Medicine Lodge Ranch constructed a water pipeline from Edie Creek to their private land located south of the Medicine Lodge Road. This pipeline was constructed across a small segment of public land without BLM authorization. In order to resolve this unauthorized use we need to know the outcome of the protest filed against transfer #5121. Please send us a copy of the protest resolution/decision once the case has been decided.

Thanks for your time. Feel free to give me a call if you have any questions (524-7521).

Sincerely,

Bruce Bash
Realty Specialist
Medicine Lodge Resource Area

enc.

MAIL ROOM
JAN 23 1998

CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 20th day of December, 1995, by E. Marlowe and Michele B. Goble, having an address at 1125 North Cedar Heights Drive, Logan, Utah 84321, ("Grantors"), in favor of the Teton Valley Land Trust, Inc., a non-profit Idaho corporation, whose mailing address is P.O. Box 247, Driggs, Idaho 83422, (the "Trust").

WITNESS THAT

WHEREAS, Grantors are the sole owners in fee simple of certain real property located in Clark County, Idaho (the "Property"), described more particularly in Exhibit A, attached hereto and by this reference made a part hereof, which property remains largely as undeveloped grazing land; and

WHEREAS, Grantors are authorized to build over 200 principal residences according to Clark County and State of Idaho regulations, and Grantors do not wish to develop this Property; and

WHEREAS, the Property is situated within the Medicine Lodge Creek Watershed, which includes portions of Targhee National Forest, spectacular views of the Spanish Peaks and Red Conglomerates, significant wildlife habitats including a riparian corridor of great significance to wildlife of the general area, and is an important portion of the Northern Rockies Ecosystem; and

WHEREAS, the Property has substantial natural, wildlife, agricultural and scenic values (collectively, "Conservation Values") of great importance to the Grantors, the Trust, and the people of Idaho and the United States, and their protection will yield a significant public benefit; and

WHEREAS, the Property contains wetlands, flood plains and riparian habitats vital to the protection of wildlife populations, nutrient cycling, water quality, erosion control, and ground water recharge; and

WHEREAS, the Property includes approximately 12 miles of Medicine Lodge Creek, a major watershed on the south slope of the Beaverhead Mountains, and includes portions of Warm Creek, Irving Creek, and Edie Creek, major tributaries of Medicine Lodge Creek; and shares ecosystems with and contributes greatly to the ecological viability of the Medicine Lodge Creek Watershed; and

WHEREAS Medicine Lodge Creek is the primary fishery for trout within this area, and is therefore accorded specific recognition by the State of Idaho; and

WHEREAS, the Property supports a diversity of wildlife species, including federal and state listed threatened, endangered and sensitive species, and many other species which are dependent upon the Property's streams, meadows, and uplands; and

WHEREAS, the Idaho Department of Fish and Game and United States Natural Resources Conservation Service have recognized the important fish and wildlife habitats found on the Property; and

WHEREAS, the Property has been historically used for grazing of domestic cattle and continues to support valuable livestock forage; and

WHEREAS, the specific conservation values of the Property are to be documented in an inventory of relevant features of the Property dated on or about April 10, 1996 and attached hereto as Exhibit B, and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the substantial development prohibited by this Conservation Easement would seriously impair the conservation values of the Property; and

WHEREAS, Grantors desires to preserve and protect forever the natural, wildlife, agricultural and scenic features and values of the Property; and

WHEREAS, on the day of December, 1995, a map depicting the Property and presenting information referred to by this Conservation Easement ("the Map of the Property") was filed in the office of the Clerk of Clark County, Idaho, as Map 1; and

WHEREAS, for the purposes of convenience only and not as a substitute for the Map of the Property, an incomplete and not totally accurate reproduction of the Map of the Property is attached to this Conservation Easement as Exhibit C; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to the Trust the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, the Trust is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, whose primary purpose is the conservation of the natural and agricultural resources, significant ecosystems, scenic open spaces, and traditional lifestyles of Teton Valley, Idaho and Wyoming, and surrounding areas; and

WHEREAS, the Trust has agreed to accept this grant of certain interests in the Property upon the condition and understanding that the intentions of the Grantors regarding the future uses and preservation of the Property as expressed in this document shall be forever honored and defended; and

WHEREAS, the Property meets the Trust's criteria for Conservation Easements and the Board of Directors of the Trust has duly adopted a resolution approving the Trust's execution of this Conservation Easement;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Idaho and in particular Idaho Code §§ 55-2101 to 55-2109 (1994), and with the intention of making a voluntary and irrevocable gift in perpetuity, Grantors hereby voluntarily grant and convey to the Trust a Conservation Easement in perpetuity over and across the Property of the nature and character and to the extent hereinafter set forth:

1. Purpose. It is the purpose of the Conservation Easement granted herein to preserve and protect in perpetuity the natural, wildlife, and scenic features and values of the Property and to confine the use of the Property to natural, wildlife habitat, agricultural, limited recreational, and limited residential, and such other uses as are specifically provided for herein, consistent with the preservation and protection of said features and values.

1.1. Paragraphs 2 and 3 of this Conservation Easement identify rights conveyed to the Trust and rights reserved to Grantors respectively. It is the intention of this instrument to better define those rights so that Grantors and the Trust can accomplish the purposes of this Conservation Easement in a cooperative and amicable manner.

2. Affirmative Rights Conveyed by the Conservation Easement. To accomplish the purpose of the Conservation Easement, the following rights are conveyed to the Trust by this easement:

2.1. To identify, preserve and protect in perpetuity the conservation values of the Property, subject to the terms of the grant of this easement and in keeping with permitted practices noted in Paragraph 3.

2.2. To enter upon the Property to enforce the rights herein granted and in connection therewith to inspect, observe, study, and make scientific observations of the Property, all in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry and upon reasonable prior notice given by or on behalf of the Trust to one or more of the then owners of the Property, provided that no such notice shall be required where the Trust determines that immediate entry upon the Property is essential to prevent or mitigate a significant violation of this Conservation Easement.

2.3. To prevent any unpermitted activity on or unpermitted use of the Property that is inconsistent with the purpose of this Conservation Easement or which may have a significant adverse impact on the conservation interests associated with the Property,

and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.

2.4. To place and maintain on the Property a sign that a Conservation Easement has been donated to the Trust, subject to the approval of Grantors as to design, size, and location.

3. Permitted Uses and Practices. Grantors reserve to themselves, and their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement and will not result in significant injury to or the destruction of a significant conservation value. Without limiting the generality of the foregoing, the following rights are expressly reserved by Grantors:

3.1. To designate and to develop, in accordance with the provisions of this paragraph 3.1, six "Building Areas" as described below, provided that Grantors agree that each "Building Area" shall not exceed 10 acres in size and that the following permitted uses and practices and restrictions apply to each of the four "Building Areas". Designated "Building Areas" shall be located as follows: Two "Building Areas", designated for the purposes of further reference in this easement as "Building Area A1" and "Building Area A2", may be located within that portion of the Property designated as the "Gneiting/Whittaker Parcel" on the Map of the Property shown in Exhibit C. One "Building Area", designated for the purposes of further reference in this easement as "Building Area B", may be located within that portion of the Property designated as the "Ellis Parcel" on the Map of the Property shown in Exhibit C. Two "Building Areas", designated for the purposes of further reference in this easement as "Building Area C1" and "Building Area C2", may be located within that portion of the Property designated as the "Edie Creek/Upper Irving Parcel" on the Map of the Property shown in Exhibit C. One "Building Area", designated for the purposes of further reference in this easement as "Building Area D", may be located within that portion of the Property designated as the "Warm Creek Parcel" on the Map of the Property shown in Exhibit C.

3.1.1. To construct, use, own, occupy, lease, repair, and reconstruct within each of the six designated Building Areas: one guest cabin ("Guest Cabin") as specified below; barns, necessary corrals adjacent to said barns, and other structures needed specifically for the management of ranch livestock, and to construct, use, own, occupy, lease, repair, and reconstruct within Building Areas A1, B, and C1, but not in Building Areas A2, C2, and D, one "Principal Residence" within each "Building Area", as specifically described below. Notwithstanding anything in this paragraph to the contrary, all structures permitted hereby shall be located within the "Building Areas" defined herein. Grantors shall comply with local, state, and federal regulations that deal with building construction, and acquire all appropriate local, state and federal building permits.

Each "Guest Cabin" shall consist of a renovated ranch building and shall not exceed 900 square feet of living area and 25 feet in height, and shall be used only occasionally by the landowners for themselves or guests, and shall not be used as a personal residence nor for commercial purposes, provided that a Guest Cabin may be used as a temporary residence for ranch employees who are involved in the operation of the ranch. Except with the prior written permission of the Trust, which permission shall not be unreasonably withheld, the total number of such Guest Cabins that may be located within each Building Area shall be one, as follows: "Building Area A1", 1 Guest Cabin; "Building Area A2", 1 Guest Cabin; "Building Area B", 1 Guest Cabin; "Building Area C1", 1 Guest Cabin; "Building Area C2", 1 Guest Cabin; and "Building Area D", 1 Guest Cabin.

Within "Building Area A1", within the "Gneiting/Whittaker Parcel" of the Property, the "Principal Residence" shall not exceed 3,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld. Within "Building Area A2" within this same "Gneiting/Whittaker Parcel" of the Property, no "Principal Residence" may be built.

Within "Building Area B", within the "Ellis Parcel" of the Property, the "Principal Residence" shall not exceed 3,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld.

Within "Building Area C1", within the "Edie Creek/Upper Irving Parcel" of the Property, the "Principal Residence" shall not exceed 7,000 square feet of living area except with the prior written permission of the Trust, which permission shall not be unreasonably withheld. Within "Building Area C2" within this same "Edie Creek/Upper Irving Parcel" of the Property, no "Principal Residence" may be built.

Within "Building Area D", within the "Warm Creek Parcel" of the Property, no "Principal Residence" may be built.

3.1.2. All six "Building Areas" shall be located so as to protect the conservation purposes of this Conservation Easement and so as not to have a significant adverse impact on the conservation values associated with the Property as determined by mutual written agreement of Grantors and the Trust. Pursuant to paragraph 6.1 herein, Grantors shall give The Trust written notice before taking action to develop Building Areas.

3.1.3. To install and maintain all reasonably necessary water, sewage, and other utilities in connection with the permitted structures described in the subparagraphs of this Paragraph 3.1, so long as all such utilities are installed and maintained underground, it being understood that any

septic system must be constructed in strict conformity with all applicable state and local laws.

3.1.4. To construct, maintain and use for pedestrian and vehicular access, roadways as needed to access each Building Area as determined by mutual written agreement of Grantors and the Trust. Grantors agree to provide the Trust with prior written notice pursuant to paragraph 6.1 herein before any construction of new roadways.

3.1.5 Anywhere within each of the six designated Building Areas, to construct, locate, maintain, repair and use minor, insubstantial structures and improvements which might be considered part of usual ranching activities, including but not limited to barns, equipment storage buildings, corrals and loading chutes, outdoor walkways, decks attached to guest cabins, landscaping, lawns and flower and vegetable gardens and associated fences.

3.1.6. Within the six designated Building Areas only, normal residential ashes, trash and garbage may be stored on a temporary basis for burning or disposal off the property. Building materials may be stored temporarily during construction activities.

3.1.7. No residential buildings or associated developments or utilities except those specifically permitted by this paragraph 3.1 for the four Building Areas shall be constructed or located anywhere on the Property.

3.1.8. Use of the Property for lawful "home-occupancy" commercial use is permitted, provided that said use occurs solely inside a residential building and has no effect on the wildlife, scenic, agricultural and natural values of the Property, and in particular has, at most, negligible impact on the amount and character of traffic on the Property.

3.2. To engage in any and all agricultural uses of the Property in accordance with sound, generally accepted agricultural practices. For the purposes of this easement, "agricultural uses" shall be defined as : breeding, raising, pasturing, and grazing livestock of every nature and description according to specifications included under paragraph 3.3; breeding and raising bees, poultry, and other fowl; cultivating, raising, harvesting, and producing hay and other livestock forage crops in accordance with accepted standards for crop rotation to protect soils; and the primary processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property.

3.3. To pasture, graze, feed, water, and care for livestock in compliance with the standards and specifications of a grazing plan to be prepared by the United States Department of Agriculture, Natural Resources Conservation Service for the purpose of improving local range and protecting the natural and wildlife resources of the Property,

including but not limited to streambanks and riparian corridors, the terms and conditions of which grazing plan shall, upon completion, be attached hereto and by this reference made a part hereof as "Exhibit D".

3.3.1. Pets, most specifically dogs, shall be under the control of property owners such that harassment of wildlife is prevented.

3.4. To construct, maintain, and repair: (1) One fence along the property boundaries; (2) Cross fences and riparian fences within pasture areas as needed to manage livestock and prevent excessive grazing in accordance with the above mentioned Natural Resources Conservation Service grazing plan; (3) fences as may be necessary or appropriate for Building Areas as defined in subparagraph (3.1) provided that all such fences shall be located within an area designated as a "Building Area" on the Map of the Property and (4) only those additional fences as may be necessary or appropriate within the intent of this Conservation Easement; provided, however, that all fences shall comply with the following requirements, except by prior written permission of the Trust which permission shall not be unreasonably denied:

3.4.1. Where a fence must cross a major animal migration route, it shall be designed to minimize obstruction of migration routes. Specifically, it shall have a top horizontal fence element (pole, wire, etc.) that is not barbed, the fence's top elevation shall be no higher than 40 inches from the groundline, and there shall be at least 16 inches of space between the bottom horizontal fence element (pole, wire, etc.) and groundline.

3.4.2. Fences which are constructed to run parallel to any streams must be located at least 25 feet from open water.

3.4.3. Periphery fences that must cross streams must be marked so as to be clearly visible to wildlife by means derived through consultation with wildlife specialists.

3.4.4. No fences or other structures shall be built such that they obstruct the migration of fish within Medicine Lodge Creek or its tributaries without the prior written permission of the Trust which permission shall be at the absolute discretion of the Trust.

3.5. To lawfully use agricultural chemicals, including, but not limited to, fertilizer, herbicides, and biocides, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching, agricultural and habitat management purposes, provided that the use of such chemicals shall in all cases be in compliance with local, state, and federal regulations, standards, and guidelines and conducted in such a manner as to minimize adverse effects upon the underlying natural habitat values, natural functions of wetlands, and surface and subsurface water resources of the Property.

3.6. To construct or develop on the Property fish and wildlife habitat improvements, including but not limited to stream improvements designed to stop bank erosion, potholes or ponds for waterfowl, and vegetative plantings, provided that any such construction or development shall be (1) in compliance with the intent of this Conservation Easement, which is to conserve the diversity of fish and wildlife species native to the Upper Snake River Watershed and found on the Property, and (2) in compliance with local, state, and federal regulations regarding stream alterations.

3.6.1. Grantors agree to develop a general plan for enhancement of fish and wildlife habitats in consultation with Idaho Department of Fish and Game or other recognized fish and wildlife experts and the Trust. Once Grantors and the Trust agree to the terms of this Enhancement Plan, actions taken to implement this plan will not then require subsequent consultation with wildlife agencies or the Trust except where required by law.

3.7. To reintroduce, plant, and maintain native plant, fish and wildlife species, meaning those species whose natural distributions include the Upper Snake River Watershed, which have been reduced or extirpated from their former range or exist below normal densities, and whose reintroduction is intended to protect, preserve and enhance the natural, aesthetic, scenic, and wildlife habitat values of the Property.

3.8. To conduct studies on resident wildlife species, including those which involve capturing and marking of individual animals, provided that all such studies are to be conducted by competent wildlife researchers with all necessary permits as required by law to conduct such studies.

3.9. To remove trees, bushes, grasses and other vegetation from the Property only if the removal constitutes an action that is compatible with the purpose of this Conservation Easement.

3.9.1. Actions which are not compatible with the purpose of this Conservation Easement, unless specifically permitted by the prior written consent of the Trust, include, but are not limited to major land altering activities such as: clearcutting of native vegetation, wide-scale removal of topsoil, grading outside of permitted roadways or outside of the Building Areas, draining of wetlands, and similar activities.

3.10. To use the Property for walking, hiking, horseback riding, skiing, fishing, hunting and other recreational uses consistent with the purpose of this Conservation Easement and all applicable governmental regulations in regard to taking of fish and wildlife.

3.11. To introduce and maintain non-native vegetation and animal species on the Property to protect, preserve and enhance the aesthetic and wildlife habitat values of the Property, but only with the prior written consent of the Trust which consent may be refused or limited in the Trust's discretion.

3.12. The eradication, abatement, and control of toxic or noxious weeds or animals are permitted.

3.13. Lawful development, maintenance and use of water resources for irrigation, wildlife habitat or livestock watering is permitted.

3.14. Grantors specifically retain all rights, title and interest in and to all tributary and non-tributary water, water rights, and related interests, in, on, under or appurtenant to the Property. Grantors retain the right to legal diversions of irrigation water from streams on the Property provided that such diversions do not dewater streams to the degree that dependent fisheries are destroyed.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

4.1. Division, subdivision or defacto subdivision through sales, leases or otherwise.

4.2. Construction or location of all or any part of any building, mobile home, billboard, or other structure on the Property except as specifically permitted under a subparagraph of Paragraph 3 above.

4.3. Excavating, dredging, mining or removal of topsoil, sand, gravel, rock, or other materials on the surface of the Property, or other significant changing of the topography of the Property, except to the extent that such activity is reasonably appropriate to construction or maintenance permitted by a subparagraph of Paragraph 3 above.

4.4. The exploration for, or development and extraction of, minerals and hydrocarbons by any surface mining method or any other method that would significantly impair or interfere with the conservation values of the Property. Notwithstanding the forgoing, the parties expressly acknowledge that Grantors presently contemplate the potential establishment of an underground well on the Property with minimal impact to the surface. Nothing in this easement shall restrict the establishment of such well. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantors must notify the Trust, pursuant to paragraph 6.1 herein, and submit a plan for the Trust's approval that provides for minimizing the adverse effects of the operation on the conservation values of the Property. Approval by the Trust shall not be unreasonably denied. In addition to other such measures as may be required to protect the conservation values of the Property, the plan must provide for: (1) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest practical extent, and (2) restoration, remediation and

reclamation of any altered physical features of the land to their original state within a reasonable time frame.

4.5. Dumping or storing of ashes, trash, garbage, junk or other unsightly or offensive materials, except as expected for usual residential purposes within the designated Building Area as permitted in Subparagraph 3.1.6.

4.6. Manipulation or alteration of natural watercourses or riparian communities except as specifically permitted by a subparagraph of Paragraph 3 above.

4.7. Manipulation or alteration of vegetation except as necessary for uses permitted by a subparagraph of Paragraph 3 above or as expected for usual residential purposes within the designated Building Area.

4.8. Outdoor burning of any materials except where the burning is in conformity with applicable governmental controls and regulations and, in the case of vegetation, where the burning is also beneficial to wildlife or as expected for usual residential purposes within the designated Building Areas.

4.9. Off-road use of vehicles except where appropriate to ranching or agricultural operations or to other activities specifically permitted by a subparagraph of Paragraph 3 above.

4.10. Establishment or maintenance of any livestock feedlots or game farms.

4.11. Commercial timbering of any kind.

4.12. Draining, filling, dredging, or diking of wetlands on the Property or the cultivation or other disturbance of the soil within 100 feet of Medicine Lodge Creek whose location is indicated on the Map of the Property, except as necessary for the permitted uses of Paragraph 3 or where specific permission has been granted under federal laws governing wetlands and which are administered by the Army Corps of Engineers, or any successor or equivalent agency governing wetlands.

4.13. Construction of any road not permitted under subparagraph 3.1.4 above, except for minor improvements such as placement of gravel or a culvert as needed to transport livestock overland to pasture lands.

4.14. Any industrial use.

4.15. Dude ranching is prohibited.

4.16. Harassment of wildlife by any person or domestic animal is prohibited.

4.17. Use of the Property for commercial uses is prohibited, except that commercial ranching and lawful "home-occupancy" commercial uses are permitted as provided under Subparagraphs 3.2 and 3.1.8.

4.18. All other uses which are inconsistent with the purpose of this Conservation Easement are prohibited.

5. Documentation of Use and Condition of Property--Baseline Documentation. In order to establish the present condition of the natural and wildlife resources and man-made features of the Property, so as to be able to properly monitor future uses of the Property and assure compliance with the terms hereof, an inventory of the Property's relevant resources, features and conditions is being prepared, which inventory will be attached hereto and by this reference made a part hereof as "Exhibit B". Grantors and the Trust agree that said inventory is an accurate representation of the Property at the time of the signing of this conveyance. In the event a controversy arises with respect to the nature and/or extent of the historical and/or present use of the Property or the physical condition of the Property as of the date of the signing of this Conservation Easement, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

6. Enforcement of Conservation Easement

6.1. Grantors expressly agree to abide by the constraints of the Conservation Easement, and the Trust expressly agrees to recognize and abide by permitted uses. Grantors agree to notify the Trust in writing before exercising any right reserved by Grantors if the exercise of that right may adversely impact the conservation interests associated with the Property. Said notice shall inform the Trust of all aspects of the proposed activity, including, but not limited to, the nature, situs, magnitude, and anticipated effect of the proposed activity so that the Trust can ensure that the activity is not violative of the Conservation Easement and is carried out in a manner consistent with the purpose of the Conservation Easement. Such notice shall be sent by registered or certified mail, return receipt requested, addressed to the following: Teton Valley Land Trust, P.O. Box 247, Driggs, Idaho 83422, or to such other address as the Trust may designate to Grantors in writing.

6.2. The Trust shall have sixty (60) days from the mailing of such notice to review the proposed activity and notify Grantors of any objections thereto. Such objections, if any, shall be based on the Trust's opinion that the proposed activity is inconsistent with this Conservation Easement, and shall inform Grantors of the manner, if any, in which the proposed activity can be modified to be consistent with the terms thereof. Any proposed activity may thereafter be conducted in any manner which is mutually agreeable to Grantors and the Trust and consistent with the terms hereof. The Trust shall have the right to prevent any proposed activity which is incompatible with the purpose of this Conservation Easement or with the authorized uses or prohibitions specified herein. The procedure set forth in subparagraphs 6.1 and 6.2 shall not

authorize, or cause any waiver of enforcement rights relating to, any use or practice which is prohibited under Paragraph 4 above.

6.3. In the event of a dispute as to any permitted or prohibited use of the Property, the Trust shall have the right to demand arbitration by making such demand in writing to Grantors. In the event that the Trust exercises this right, if Grantors and the Trust agree upon selection of one person to serve as arbitrator, there shall be only one (1) arbitrator. If no agreement is reached within thirty (30) days after the demand for arbitration, there shall be three (3) arbitrators, one named by the Trust and one named by the Grantors within sixty (60) days after the demand for arbitration, and a third chosen by those two designated arbitrators. The decision of the arbitrator (or a majority of the arbitrators, as the case may be), shall be binding and may be confirmed by a court of competent jurisdiction upon application by Grantors or the Trust. All costs of the arbitration, including arbitrators' fees and reasonable attorneys' fees, shall be borne by the losing party.

6.4. If Grantors are in violation of the terms of this Conservation Easement or if Grantors threaten such a violation, and have not given the Trust written notice of the proposed activity as required by paragraph 6.1 above, the Trust shall give written notice to the Grantors of such actual or threatened violation and demand corrective action to cure the violation. Such notice shall be sent by registered or certified mail, return receipt requested, to Grantors' mailing address. Following receipt of such notice, Grantors shall have thirty (30) days within which to either cure the violation or take reasonable action to ensure that the violation will be cured in a reasonable time. If after thirty (30) days Grantors either fail to cure the violation or begin reasonable action to cure the violation, then the Trust may bring an action for either damages or injunctive relief, ex parte as necessary, to enforce the Conservation Easement and/or to restore the Property to the condition that existed prior to any such injury. If the Trust, in its sole discretion, determines that circumstances require immediate action to prevent damage to the conservation values of the Property, the Trust may pursue its remedies under this paragraph without prior written notice to the Grantors or without waiting for the cure period to expire. Grantors agree that the Trust's remedies at law for any violation of the Conservation Easement are inadequate and that the Trust shall be entitled to injunctive relief for a violation of the Conservation Easement, without the necessity of proving either actual damages or the inadequacy of other legal remedies.

6.5. In the event either party to this agreement is required to bring legal action to enforce the terms of this agreement, the parties agree that the prevailing party in any such action shall be entitled to recover its costs and attorney fees incurred in either prosecuting or defending the action.

6.6. Failure by the Trust to exercise its rights hereunder in the event of any breach by the Grantors shall not be deemed or construed to be a waiver of the Trust's rights hereunder as to that breach or of any subsequent breach of this Conservation Easement.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement pursuant to U.S. Treasury Regulations §§ 1.170A-14(d)(4)(ii)(B) and §§ 1.170A-14(d)(4)(ii)(C).

8. Payment of Costs, Taxes, or Assessments. The Grantors retain all responsibilities and shall bear all costs and liabilities related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate general liability insurance coverage. The Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantors. The Grantors shall pay before delinquency all real estate taxes or assessments levied by competent authorities upon the Property, and the Trust shall have no obligation or responsibility for the payment of taxes or assessments levied on any of the Property. The obligations of the Grantors under this Conservation Easement are joint and several, and if more than one person or entity is the successor or assign of the Grantors, said obligations shall be jointly and severally binding on each such person or entity.

9. Hold Harmless. Except as specifically excluded below, Grantors shall hold harmless, indemnify, and defend the Trust and its members directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Properties; and (2) the existence or administration of this Conservation Easement. Notwithstanding the foregoing, Grantors shall have no duty to indemnify or defend the Trust from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any employee or agent of the Trust, or physical damage to any property owned by the Trust or its employees or agents, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause. The Trust shall hold harmless, indemnify, and defend Grantors and his employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any employee or agent of the Trust, or physical damage to any property owned by the Trust or its employees or agents, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of Grantors or their employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of any of them.

10. Transfer of Conservation Easement. If the Trust no longer desires to, or is unable to, enforce its rights under this Conservation Easement, the Trust shall as soon as practicable convey in perpetuity all its rights under this Conservation Easement to the Jackson Hole Land Trust, Idaho Nature Conservancy or other appropriate conservation organization and take all other appropriate measures to ensure that this Conservation Easement is enforced.

11. Extinguishment of Conservation Easement.

11.1. The Grantors and the Trust acknowledge the possibility that unexpected circumstances may arise in the future which could render the purpose of this Conservation Easement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation always exists. In the event such unexpected circumstances do in fact arise, the Conservation Easement can only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the Trust shall be entitled from an award in condemnation, or a sale in lieu of condemnation or any sale or exchange by Grantors of all or any portion of the Property subsequent to termination or extinguishment, shall be determined, unless otherwise provided by Idaho law at the time, in accordance with this Paragraph 11. The Trust shall use all such proceeds in a manner consistent with the conservation purposes of this Conservation Easement. Unless otherwise provided by Idaho law at the time, the Trust shall have the right to appear as a party in any eminent domain proceeding concerning the Property.

11.2. The Grantors agree that the Conservation Easement conveyed herein gives rise to a property right, which shall vest immediately in the Trust upon the execution of this Conservation Easement, and that the fair market value of this Conservation Easement for the purposes of this Paragraph 11 shall be determined by multiplying the then fair market value of the Property free of the encumbrance of this Conservation Easement by a fraction the numerator of which is the value of the Conservation Easement at the time of this conveyance and the denominator of which is the value of the Property, prior to deducting the value of this Conservation Easement, at the time of this conveyance (as finally determined for the purpose of calculating the deduction for federal income tax purposes allowable by reason of this conveyance, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this Paragraph 11, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

12. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantors and the Trust are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Trust under applicable laws, including Idaho Code §§ 55-2101 to 55-2109 (1994) or Section 170(h) of the Internal

Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Clark County, Idaho.

13. Conservation Easement Granted in Perpetuity. The Conservation Easement herein granted shall be a burden upon and shall run with the Property in perpetuity and shall bind the Grantors and Grantors' heirs, successors and assigns forever.

14. Subsequent Transfers. The Grantors agree to incorporate the terms of this Conservation Easement by specific reference in a separate paragraph, along with the recording data of this Conservation Easement, in any deed or other legal instrument by which the Grantors divests themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The Grantors further agree to give written notice by certified mail to the Trust of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of the Grantors to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

15. Estoppel Certificates. Upon request by Grantors, the Trust shall within twenty (20) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

16. Recordation. The Trust shall record this instrument in timely fashion in the official records of Clark County, Idaho, and may re-record at any time as may be required to preserve its rights in this Conservation Easement.

17. General Provisions.

17.1. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Idaho.

17.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of Idaho Code §§ 55-2101 to 55-2109 (1994). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.3. Severability. If any provision of this Conservation Easement, or application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 12 above.

17.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

17.6. Joint Obligation. The obligations imposed by this Conservation Easement upon Grantors shall be joint and several.

17.7. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

17.8. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.

17.10. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Trust, its successors, and assigns forever.

IN WITNESS WHEREOF, the Grantors and The Trust have set their hands on the day and year first above written.

E. Marlowe Goble
E. Marlowe Goble

Michele B. Goble
Michele B. Goble

"GRANTORS"

TETON VALLEY LAND TRUST, INC.

By Albert Tilt
Albert Tilt, President, Board of Directors

By Linda Merigiano
Linda Merigiano, Secretary, Board of Directors

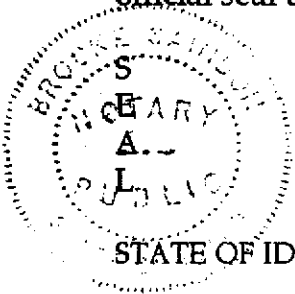
"THE TRUST"

STATE OF IDAHO)
) SS
COUNTY OF TETON)

On this 20 day of December, 1995, before me, Brooke Sandoz, a Notary Public in and for said State, personally appeared E. MARLOWE GOBLE and MICHELE B. GOBLE, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Brooke Sandoz
Notary Public for Idaho
Residing at: Driggs, Idaho
My Commission Expires: 7-23-2000

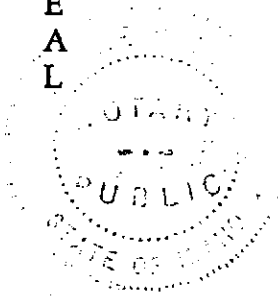


STATE OF IDAHO)
) SS
COUNTY OF TETON)

On this 20 day of December, 1995, before me, Deke Sindler
Notary Public in and for said State, personally appeared ALBERT TILT and LINDA
MERIGLIANO, known or identified to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed the
same on behalf of the Teton Valley Land Trust, Inc.

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

S
E
A
L



Deke Sindler
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 7-23-2000

EXHIBIT A · PROPERTY LEGAL DESCRIPTION

Legal description of the E. Marlowe Goble Medicine Lodge Creek Properties from Warranty Deeds and Title Searches completed by First American Title Company and records and maps of Clark County, Idaho, ranch names derived from past ownerships and geographical features.

Gneiting Ranch 478.8 acres

Township 11 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 1: W 1/2 SW 1/4.

Section 2: S 1/2 NE 1/4,
Lot 3,
SE 1/4 NW 1/4,
N 1/2 SE 1/4.

Section 12: SW 1/4 NE 1/4,
N 1/2 NW 1/4,
SE 1/4 NW 1/4,

EXCEPTING THEREFROM: Public road right of ways as they exist over and across the above property.

Together with all water and ditch rights appurtenant to subject property, however evidenced, thereunto belonging or appertaining.

Subject to all existing patent reservations, easements, rights of way, zoning ordinances, building codes, laws and regulations.

11/10/95
11/10/95

EXHIBIT A PROPERTY LEGAL DESCRIPTION

Legal description of the E. Marlowe Goble Medicine Lodge Creek Properties from Warranty Deeds and Title Searches completed by First American Title Company and records and maps of Clark County, Idaho, ranch names derived from past ownerships or geographic features (continued).

Whittaker Ranch 477.49 acres

TRACT 1. (157.49 acres)

Township 11 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 12: E 1/2 NE 1/4 and
 NE 1/4 SE 1/4, all lying West of Medicine Lodge Creek Road,
 EXCEPTING THEREFROM: That portion deeded to the County of Clark,
 by Quit Claim Deed recorded July 31, 1975 as instrument No. 30618,
 records of said County.

Township 11 North, Range 34 East of the Boise Meridian, Clark County, Idaho.

Section 7: Lot 2, 3 and 4, and
 E 1/2 SW 1/4,
 SW 1/4 SE 1/4, all lying West of Medicine Lodge Creek Road,
 EXCEPTING THEREFROM: That portion deeded to the County of Clark,
 by Quit Claim Deed recorded July 31, 1975 as instrument No. 30618,
 records of said County.

Section 18: NW 1/4 NE 1/4, lying West of Medicine Lodge Creek Road,
 EXCEPTING THEREFROM: That portion deeded to the County of Clark,
 by Quit Claim Deed recorded July 31, 1975 as instrument No. 30618,
 records of said County.

TRACT 2. (320 acres)

Township 11 North, Range 34 East of the Boise Meridian, Clark County, Idaho

Section 17: W 1/2 SW 1/4,
 SE 1/4 SW 1/4.

Section 18: SE 1/4.

Section 20: NE 1/4 NW 1/4.

Ellis Ranch 297.66 acres

Township 12 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 34: SW 1/4 NE 1/4,
 S 1/2 NW 1/4,
 N 1/2 SW 1/4,
 N 1/2 SE 1/4,
 Lot 1,
 EXCEPTING THEREFROM: That portion deeded to the County of Clark,
 by Quit Claim Deed recorded July 31, 1975 as instrument No. 30618,
 records of said County.

MICROFILMED

1975-1976

EXHIBIT A PROPERTY LEGAL DESCRIPTION

Legal description of the E Marlowe Goble Medicine Lodge Creek Properties from Warranty Deeds and Title Searches completed by First American Title Company and records and maps of Clark County, Idaho, ranch names derived from past ownerships or geographic features (continued).

Edie Creek Ranch 478 acres

Township 12 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 3: NW 1/4 SW 1/4.

Section 4: E 1/2 SW 1/4,
N 1/2 SE 1/4.

Section 8: SE 1/4 NE 1/4,
N 1/2 SE 1/4,
SW 1/4 SE 1/4.

EXCEPTING THEREFROM: A Tract commencing at the SW Corner of the SE 1/4 of said Section 8; thence running North 28 rods; thence in a Southeasterly direction to a point 14 rods East of the point of beginning, thence West to said point of beginning.

ALSO EXCEPTING THEREFROM: A Tract of land 321.1 feet N53°00'E 321.1 feet from the SW Corner of the SW 1/4 SE 1/4; thence N31°30'W 150 feet; thence N58°30'E 175.0 feet; thence S31°30'E 150 feet; thence S58°30'W 175.0 feet to the point of beginning.

Section 9: N1/2 NW 1/4,
SW 1/4 NW 1/4.

Upper Irving Creek Property 640 acres

Township 13 North, Range 33 East of the Boise Meridian, Clark County, Idaho.

Section 21: S 1/2 NW 1/4,
N 1/2 SW 1/4,
SE 1/4 SW 1/4,
SE 1/4.

Section 22: SW 1/4 SW 1/4.

Section 27: NW 1/4

Section 28: N 1/2 NE 1/4.

Warm Creek Property 240 acres

Township 13 North, Range 32 East of the Boise Meridian, Clark County, Idaho.

Section 22: SE 1/4 NE 1/4,
NE 1/4 SE 1/4.

Section 23: W 1/2 SW 1/4,
SE 1/4 SW 1/4.

Section 26: NE 1/4 NW 1/4.

MICAC 12/1/95

12/1/95

EXHIBIT B. Baseline Assessment of conservation resources on the Medicine Lodge Creek Ranch Property owned by Dr. Marlowe and Michele Goble, to be completed and made a part of this Conservation Easement on or about April 10, 1996.

MICHAEL
APR 23 1997



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

September 10, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DON WRIGHT
REGIONAL SUPERVISOR
ID FISH & GAME
1515 LINCOLN RD
IDAHO FALLS ID 83401-2198

RE: Application for Transfer No. 5121

Dear Protestant:

This letter acknowledges receipt of the protest filed by you against the above referenced application for transfer. The following are the principle items considered by the Department at a conference and/or hearing in either approving or denying an application for transfer:

1. Are other water rights injured by the transfer?
2. Does the change constitute enlargement in the use of the original right?
3. Is the change consistent with the conservation of water resources within the state of Idaho?
4. Does the change conflict with the local public interest?

The protestant must be prepared to present proof of the allegations involving one or more of the items. You will be notified at a later date as to the time and place set for conference and/or hearing.

In addition, Rule 302 of the Department's Rules of Procedure requires a protestant to send a copy of the protest to the applicant in question.

If we may be of further assistance, please contact us.

Respectfully submitted,

Harold W. Jones
HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

cc: IDWR - State Office

W0800 L1MEL

904-1130



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 10, 1997

MEDICINE LODGE RANCH
C/O STUART BREINHOLT
HC 61 BOX 1380
DUBOIS ID 83423

RE: Application for Transfer No.: 5121

Dear Applicant:

Enclosed please find a copy of the protest filed against the above referenced application for transfer of a water right. You should be aware that the following are the items we can consider at a conference and/or hearing in either approving or denying an application for transfer:

- 1) Are other water rights injured by the transfer?
- 2) Does the change constitute enlargement in the use of the original water right?
- 3) Is the change consistent with the conservation of water resources within the state of Idaho?
- 4) Does the change conflict with the local public interest?

The applicant must be prepared to present evidence and/or testimony addressing each of the four items should an additional hearing be necessary. You will be notified at a later date as to the time and place set for conference and/or hearing.

If we may be of further assistance, please contact us.

Respectfully submitted,


HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

enclosures

cc: IDWR - State Office

MINUTES

SEP 15 1997

Proof of Publication

The Post Register

State of Idaho
County of Bonneville

I, S. Bob Bright or Robert Park, first being duly sworn, depose and say: That I am the Production Supervisor or Asst. Prod. Supervisor of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post Register, a newspaper of general circulation, published daily at Idaho Falls, Idaho; said Post Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the First day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than twelve consecutive months and said Post Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register for two consecutive (days) weeks, first publication having been made on the 21st day of August, 1997, last publication having been made on the 28th day of August, 1997, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me, this 3rd day of September, 1997

Notary Public

My commission expires January 1, 2003.

NOTICE OF PROPOSED CHANGE

OF A WATER RIGHT NO. T5121

Notice is hereby given that Medicine Lodge Ranch c/o Stuart Breinholt, HC 61 Box 1380, Dubois, ID 83423 has applied to the Department of Water Resources to change point of diversion, place of use, and source of the waters of Medicine Lodge Creek. The rights sought to be changed are evidenced and recorded as follows:

Decree No.: 32-00047
Source: Medicine Lodge Creek
Amount: 3.00 cfs
Priority: 08/01/1886
Point(s) of Diversion: NOT LISTED IN DECREE

The water is used for irrigation within the E1/2NE NESE SEC 7 W1/2NW W1/2SW SESW SEC 8 W1/2NE SENE W1/2NW W1/2SW SEC 16 SENW NESW W1/2SW SEC 17 T12N R33E, B.M.
License No.: 32-02010
Source: Medicine Lodge Creek
Amount: 3.20 cfs

Priority: 10/29/1906
Point(s) of Diversion: NESE SEC 6 T12N R33E, CLARK COUNTY

The water is used for irrigation. Place of use is not listed on license.

TO BE CHANGED AS FOLLOWS:

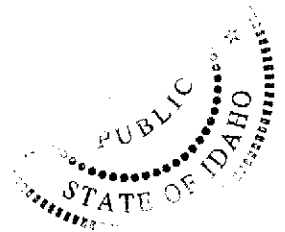
The applicant wishes to change the point of diversion to the SESW SEC 4 T12N R33E, Clark County and the source to Edie Creek tributary to Medicine Lodge Creek. The water will be used to irrigate 294 acres within the E1/2NE NESE SEC 7 W1/2NW W1/2SW SESW SEC 8 W1/2SW SEC 16 S1/2NE N1/2NW NWSW SEC 17 T12N R33E, B.M.

Any protests against approval of the proposed change must be filed with the Idaho Department of Water Resources, 900 N. Skyline Dr., Idaho Falls, ID, 83402, together with a protest fee of \$25 on or before September 8, 1997. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER

Director

Published: August 21, 28, 1997



RECEIVED
SEP 09 1997

Department of Water Resources
Eastern Region



IDAHO FISH & GAME

UPPER SNAKE REGION
1515 Lincoln Road
Idaho Falls, Idaho 83401-2198

E023607

Philip E. Batt / Governor
Stephen P. Mealey / Director

September 5, 1997

RECEIVED

SEP 08 1997

Department of Water Resources
Eastern Region

Mr. Ron Carlson
Idaho Department of Water Resources
900 N. Skyline Dr.
Idaho Falls, ID 83402

Subject: Proposed Change of Water Right, No. T5121 (Medicine Lodge
Ranch, Edie Creek)

Dear Ron:

Idaho Department of Fish and Game personnel have reviewed the proposed change in water right. The application requests the right to move the points of diversion of 6.2 cfs (Medicine Lodge source) to a new point of diversion on Edie Creek.

We are not aware of any flow records that indicate there is an adequate water supply in Edie Creek to serve the proposed water right while protecting the public's fish and wildlife resources and associated recreation. The former water master, with over 40 years experience in the area, indicated that a 6.2 cfs diversion would dewater Edie Creek during all years but the occasional extremely wet year. It is also our understanding that there is an existing 3 cfs water right on Edie Creek, and it would be continued, making a total potential diversion of over 9 cfs, when even 6 cfs are not available.

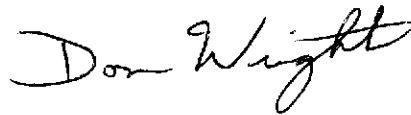
Edie Creek is known to provide a public trout fishery. The creek provides trout spawning habitat, which contributes trout to the valuable Medicine Lodge Creek fishery. Medicine Lodge Creek and tributaries are managed as a Quality, Wild Trout fishery, with management objectives that include maintaining populations of wild trout (Idaho Department of Fish and Game Fisheries Management Plan 1996-2000).

Handwritten:
E023607
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SEP 11 1997

Based on the available information (see above), we do not believe that approving this application would be in the public interest, and therefore we protest against approval of the proposed change.

Our efforts to meet with the applicant on site have not been successful. My staff is available to meet with the applicant in an effort to resolve our concerns. If the applicant can demonstrate that adequate water is available to serve the proposed water right and protect the public interest relative to fish and wildlife resources and associated recreation, we would consider withdrawing our protest.

Sincerely,



Don Wright
Regional Supervisor

DW:RM:rm

cc: Medicine Lodge Ranches, c/o Mr. Stuart Breinholt, HC 61 Box 1380,
Dubois, ID 83423

Rinda Just, Deputy Attorney General, Natural Resources Division, Office
of the Attorney General, Statehouse Mail, Boise, ID 83720
Natural Resources Policy Bureau, IDFG (Cindy Robertson)

NOTICE OF PROPOSED CHANGE OF A WATER RIGHT
NO. T5121

Notice is hereby given that Medicine Lodge Ranch c/o Stuart Breinholt, HC 61 Box 1380, Dubois, ID 83423 has applied to the Department of Water Resources to change point of diversion, place of use, and source of the waters of Medicine Lodge Creek. The rights sought to be changed are evidenced and recorded as follows:

Decree No.: 32-00047 Source: Medicine Lodge Creek
Amount: 3.00 cfs Priority: 08/01/1886
Point(s) of Diversion: NOT LISTED IN DECREE
The water is used for irrigation within the E1/2NE NESE SEC 7
W1/2NW W1/2SW SESW SEC 8 W1/2NE SENE W1/2NW W1/2SW SEC 16 SENW NESW
W1/2SW SEC 17 T12N R33E, B.M.

License No.: 32-02010 Source: Medicine Lodge Creek
Amount: 3.20 cfs Priority: 10/29/1906
Point(s) of Diversion: NESE SEC 6 T12N R33E, CLARK COUNTY
The water is used for irrigation. Place of use is not listed
on license.

TO BE CHANGED AS FOLLOWS:

The applicant wishes to change the point of diversion to the SESW SEC 4 T12N R33E, Clark County and the source to Edie Creek tributary to Medicine Lodge Creek. The water will be used to irrigate 294 acres within the E1/2NE NESE SEC 7 W1/2NW W1/2SW SESW SEC 8 W1/2SW SEC 16 S1/2NE N1/2NW NWSW SEC 17 T12N R33E, B.M.

Any protests against approval of the proposed change must be filed with the Idaho Department of Water Resources, 900 N. Skyline Dr., Idaho Falls, ID, 83402, together with a protest fee of \$25 on or before September 8, 1997. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER
Director

Published in the Post Register on August 21 & 28, 1997.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BAIT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 11, 1997

STUART BREINHOLT
MEDICINE LODGE RANCH
HC 61 BOX 1380
DUBOIS ID 83423

RE: Notice of Application for Transfer No. 5121

Dear Applicant:

This office is currently in the process of advertising the application for transfer in the Post Register on Aug. 21 & 28, 1997. The advertisement will be published once a week for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

Harold W. Jones
Harold W. Jones
Water Right Supervisor

HWJ/rb

RECEIVED

AUG 14 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 11, 1997

GREG SHENTON
WATER DIST 32-C
PO BOX 33
DUBOIS ID 83423

RE: Application for Transfer No. 5121
MEDICINE LODGE RANCH

Dear Mr. Shenton:

Please find enclosed a copy of the above referenced application for transfer. Please review the application and submit any comments you may have to our Department as soon as possible.

If we may be of further assistance, please feel free to contact us.

Thank you for your cooperation in this matter.

Respectfully submitted,

Harold W. Jones
Harold W. Jones
Water Right Supervisor

HWJ/rb
enc.

*Wentworth
Aug 13 1997*

INTER-DEPARTMENT MEMO

TO: Stuart Brenholt
FROM: H.W. JONES

SUBJECT: Applic. for transfer
DATE: 7-10-97

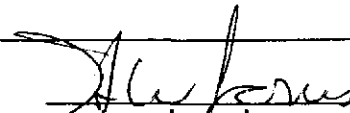
Attached is the applic. for transfer we discussed.

I will need a Ranch official to sign & have the transfer applic. notarized. I will also need the \$100 fee and evidence of ownership of the 294 acres listed (recent tax notice).

When I receive the completed applic. I will send copies to Fish & Game & the Water Master & advertise the applic. in the local newspaper. I will let you know the results of that action.

() For your information

(X) Response required


signature

MLB: [unclear]

REF: [unclear]