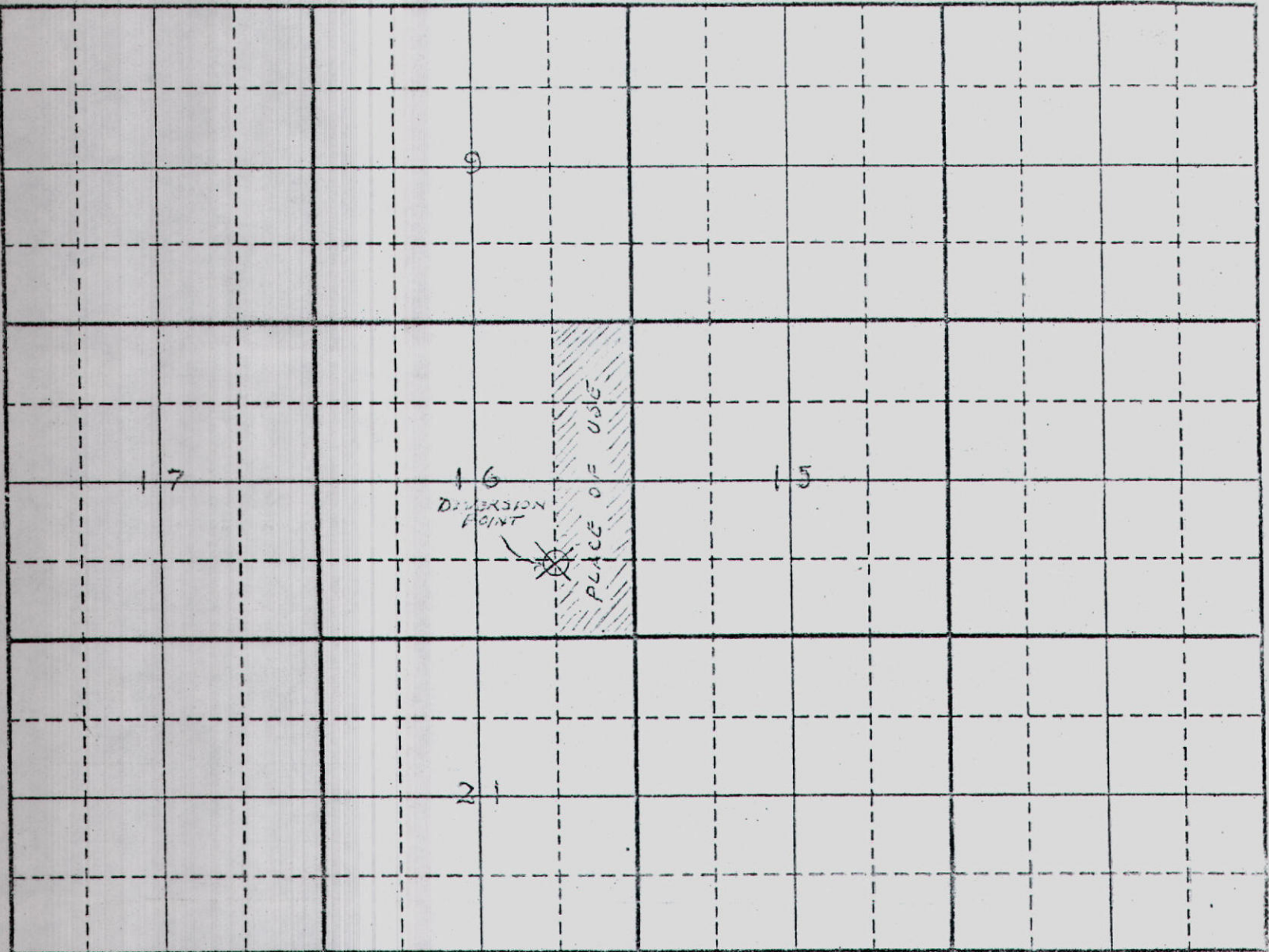




Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

Commonwealth of Pennsylvania)
~~State of Idaho~~) ss.
County of Philadelphia)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

By: W. A. McMinn
W. A. McMinn, (Claimant) Vice President

Sworn to before me this 5th day of March, 19 81.

Joan S. Abrams
Notary Public
Residing at Parkside Penna.
JOAN S. ABRAMS
Notary Public, Phila., Phila. Co.
My Commission Expires March 14, 1983

My commission expires March 14, 1983

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JK Date 3-13-81 claimant by: _____
\$20.00 fee received by CU Date 3-12-81
Published in Chickadee Co. Sum #17092
Dates 3/6 & 4/2/81

Affidavit of Publication

County of Caribou }
State of Idaho } ss.

Mark Steele

being first duly sworn on his
oath, states:

That he is Publisher
of the Caribou County Sun, a
newspaper of general circula-
tion in Caribou County, Idaho,
published weekly at Soda
Springs in said County that said
newspaper has been published
in said County uninterruptedly
and continuously for over sev-
enty-eight consecutive weeks,
prior to the first publication of
the annexed notice or advertise-
ment;

That the annexed notice was
published as per clipping at-
tached in the regular and entire
edition of said newspaper and
not in any supplement thereof

for 2 successive weekly
issues thereof, the date of the
first publication being the

26th day of
March, 1981

The date of the last publication
being the 2nd day of
April, 1981

Subscribed and sworn to be-

fore me this 3rd day
of April, 1981

Claydy Steele
Notary Public, residing
at Soda Springs, Idaho
(SEAL)

My Commission expires the
1st day of March
1984.

PUBLIC NOTICE

First Time
Published

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the
following claim(s) to water
right(s) have been established by
diversion and application to
beneficial use:

27-4063

FMC CORPORATION
P.O. BOX 4111, POCA-
TELLO, ID 83201

Source: UPPER DRY
VALLEY CREEK tributary to
BLACKFOOT RIVER

Priority Date: 07-01-1950

Amount: 0.30 CFS

Diversion Point: SESE Sec 16
T 08S R 44E, CARIBOU Co.

Use: STOCKWATER (0.30
CFS) from 06-01 to 10-01

Place of Use: NENE SENE
NESE SESE Sec 16 T 08S R 44E
Diversion Means: POND.

Any exception to any claim of
water right may be filed with the
Director of the Idaho Department
of Water Resources, 150 Shoup
Ave., Idaho Falls, Idaho 83401.

C. STEPHEN ALLRED
Director

Published March 26 and April
2, 1981 in the Caribou County
Sun.

RECEIVED

APR 9 1981

Department of Water Resources
Eastern District Office

MICROFILMED

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the followins claim(s) to water right(s) have been established by diversion and application to beneficial use:

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 150 Shoup Ave., Idaho Falls, Idaho 83401 .

C. STEPHEN ALLRED

Director

Published 3/26 & 4/02/81.

MICROFILMED

27-4063-

FMC CORPORATION

P.O. BOX 4111, POCATELLO, ID 83201

Source: UPPER DRY VALLEY CREEK tributary to BLACKFOOT RIVER

Priority Date: 07/01/1950

Amount: 0.30 CFS

Diversion Point: SESE Sec 16 T 08S R 44E, CARIBOU Co.

Use: STOCKWATER (0.30 CFS) from 06/01 to 10/01

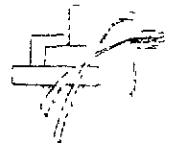
Place of Use: NENE SENE NESE SESE Sec 16 T 08S R 44E

Diversion Means: POND.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that FMC Corporation

(Name of Claimant)

P.O. Box 4111, Pocatello, Idaho 83201

(Mailing Address)

Telephone No 232-6420

(Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) July 1, 1950

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water. (Name of stream, lake, spring, etc., or ground water)

Upper Dry Valley Creek tributary to _____

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed.

(cfs, gpd, AFA)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
		(Mo., Day)	(Mo., Day)
Quantity <u>0.3 cfs.</u>	Use <u>stock watering</u>	Period of Use From <u>June 1</u>	To <u>Oct. 1</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

- (4) 0.3 cfs. TOTAL QUANTITY USED.
(cfs, gpd, AFA)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

SE ¼ SE ¼, Sec. 16 Twp. 8 S. Rge. 44 E. B.M., County of Caribou

Additional points of diversion: none

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities. be as specific as possible. Describe any changes in the system and give the date of the change. Outlet flow from artificial pond in SE4 of above section

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S.	44E.	16	X			X									X			X	160

No. of acres 160

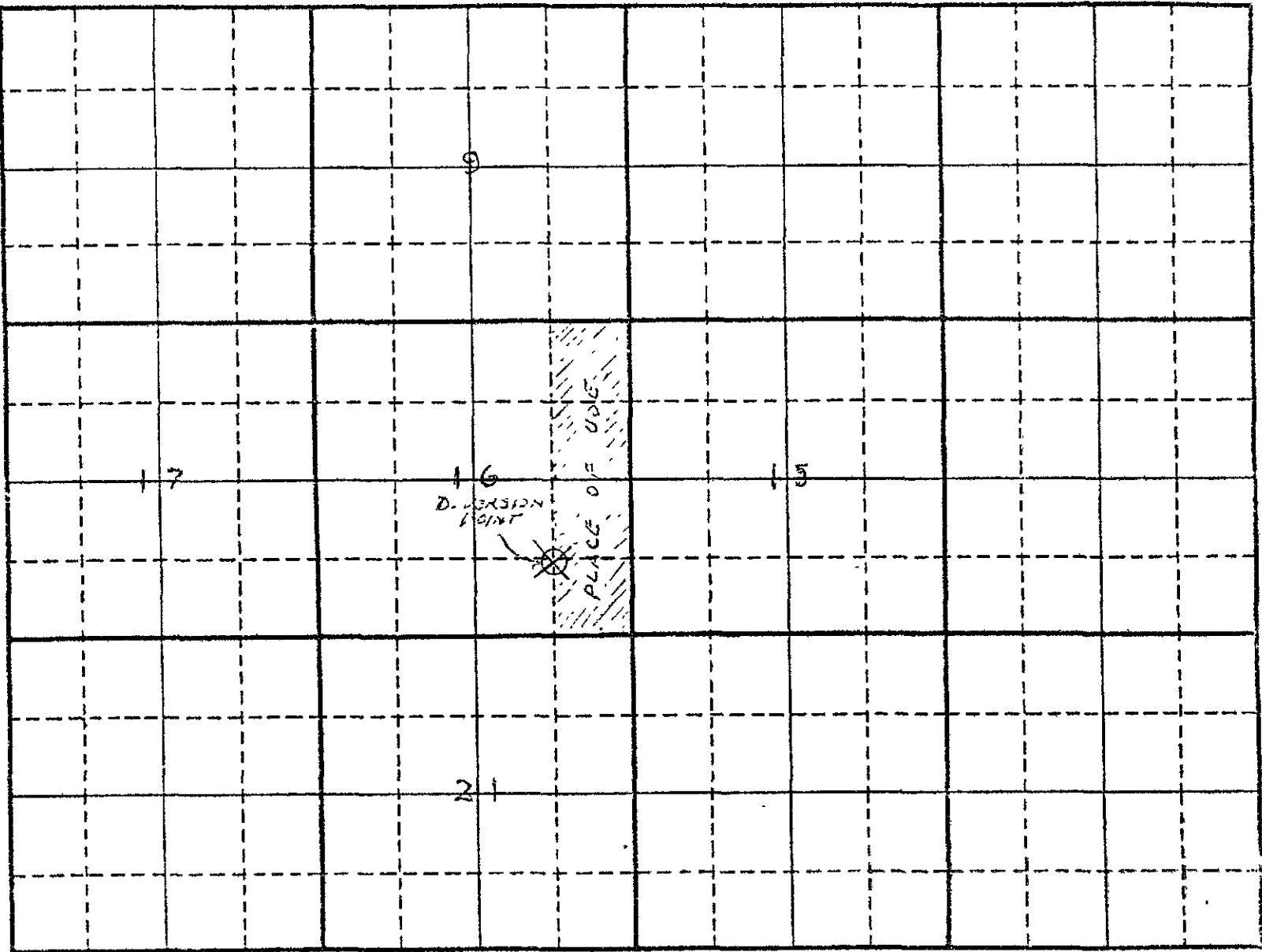
B) If water is used for other than irrigation, fully describe that use, being as specific as possible.

To water stock grazing upon the E2E2 of Section 16-8S-44E, owned by the claimant.

NOTE Include here the type and number of stock watered 100 pair or head of cattle

If you are claiming water as a member of an organization, list name of organization: Not applicable

MICROFILMED



Scale: 2 inches equal 1 mile

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

Commonwealth of Pennsylvania)
~~State of Idaho~~) ss.
County of Philadelphia)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

By: W. A. McMinn
W. A. McMinn, (Claimant) Vice President

Sworn to before me this 5th day of March, 19 81.

Joan S. Abrams
Notary Public
Residing at Larkside, Penna.
JOAN S. ABRAMS
Notary Public, Phila., Phila. Co.
My Commission Expires March 14, 1983

My commission expires March 14, 1983

FOR DEPARTMENT USE ONLY

Received by _____	Date _____	Exception filed by _____	Forwarded to _____	Date _____
Prelim. check by <u>JK</u>	Date <u>3-13-81</u>		claimant by _____	
\$20.00 fee received by <u>CU</u>	Date <u>3-12-81</u>			
Published in <u>Chickadee Co. Sum #17092</u>				
Dates <u>3/6 & 4/2/81</u>				

AFFIDAVIT

STATE OF IDAHO)
) ss.
COUNTY OF CARIBOU)

Edwin M. Smith, being first duly sworn, on his oath, deposes and says that:

1. He is a long time resident of Caribou County, Idaho, currently living at 431 East Hooper Street in Soda Springs in that County.

2. He was engaged in the construction business for many years in the Soda Springs area.

3. He was acquainted with Victor Bollar, now deceased, who owned and operated a cattle ranch in the Dry Valley area of Caribou County.

4. In about 1950, he excavated and constructed a pond on the Bollar ranch at the request of Victor Bollar. This pond was dug in the SE4 of Section 16, Township 8 South, Range 44 East, Boise Meridian, to impound the waters of the upper portion of Dry Valley Creek flowing northerly down the Valley from Lonetree Spring and other sources to be used for watering Bollar's cattle grazed upon that Section then owned and leased by him. The pond was located just east of the old Young ranch house and the overflow from the pond drained to the east onto the E2E2 of Section 16.

Edwin M. Smith
Edwin M. Smith

Sworn and subscribed to before me, the undersigned notary public, on this 5th day of ~~January~~
February, 1981.

David Hancock
Notary Public

MICROFILMED

AFFIDAVIT

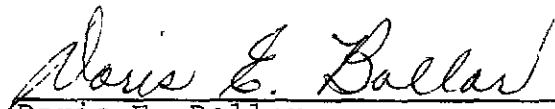
STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

Doris E. Bollar, being first duly sworn, on her oath, deposes and says that:

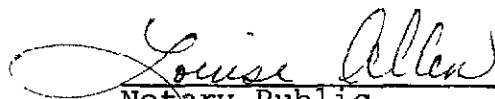
1. She is the widow of Victor E. Bollar, and with him, owned the title to the E2E2 of Section 16, T. 8 S., R. 44 E., B.M., in Caribou County, Idaho, which title they conveyed to the FMC Corporation by a deed recorded as Instrument No. 101768 in the Microfilm Records of Caribou County on August 31, 1979. Since that time they have leased this land for grazing purposes from the FMC Corporation.

2. She and her husband operated a cattle ranch on that and adjacent land for many years, grazing, during the season, their cattle on the E2E2 of the section referred to above.

3. Those cattle were watered by the waters from a pond located in the SE4 of Section 16, each year from 1950 when Victor Bollar caused the pond to be constructed until the present time. From the time this water was initially appropriated in 1950, it has been used by the affiant and her husband without interruption.


Doris E. Bollar

SWORN AND SUBSCRIBED to before me, the undersigned notary public, on this 4th day of February, 1981.


Notary Public

MICROFILMED

AFFIDAVIT

STATE OF IDAHO)
) ss.
COUNTY OF BANNOCK)

The undersigned, being first duly sworn, on his oath, deposes and says that:

1. He is a licensed Idaho attorney, practicing law in Pocatello, Bannock County, Idaho, having some familiarity with the titles to real property.

2. He has examined an Abstract of Title to the E2E2 of Section 16, Township 8 South, Range 44 East, Caribou County, Idaho, prepared by the Caribou County Abstract Company under its No. 923.

3. This Abstract shows an unbroken and unencumbered chain of title from Patent in 1923 to October 31, 1947. On December 1, 1947, this title was conveyed to Victor Bollar by two deeds recorded that day at page 538 in Book 11 of the Deed Records of Caribou County.

4. On August 31, 1979, a deed was recorded from Victor E. Bollar and Doris E. Bollar, husband and wife, to the FMC Corporation, as Instrument No. 101768 in the Microfilm Records of Caribou County, Idaho. The title, so conveyed, was insured by a policy of title insurance issued by the Caribou Title Company under its order No. 7341.

5. Other than the exception of water rights vested and accrued at the date of the patent and the reservation of a right of way for ditches or canals constructed by the United States of America

MICROFILMED

in the patent, there is no mention of nor reference to, any water rights in the Abstract of Title and there is no specific exception as to water rights in Schedule B of the policy of title insurance.

William W. Becker
William W. Becker

SWORN AND SUBSCRIBED to before me, the undersigned notary public, on this 2nd day of March, 1981.

Edward J. Dwyer
Notary Public



Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Indorsement-Form 1 coverage

SAFECO

POLICY OF TITLE INSURANCE

Issued from the office of

CARIBOU TITLE COMPANY

160 SOUTH MAIN STREET P. O. BOX 915
SODA SPRINGS, IDAHO 83276

(208) 547-4321
**SAFECO TITLE INSURANCE COMPANY
OF IDAHO**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, SAFECO TITLE INSURANCE COMPANY OF IDAHO, an Idaho corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein,
2. Any defect in or lien or encumbrance on such title,
3. Lack of a right of access to and from the land, or
4. Unmarketability of such title;

and in addition, if a mortgage is referred to in Schedule A as the insured mortgage, by reason of

5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage,
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage, or
9. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens

In Witness Whereof, SAFECO Title Insurance Company of Idaho has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of Date of Policy shown in Schedule A.

COUNTERSIGNED:
CARIBOU TITLE COMPANY

By:

Leonard O. Kingford



SAFECO TITLE INSURANCE COMPANY
OF IDAHO

W H Little

President

Joseph C. Hansen

Secretary

Page 3

SCHEDULE A (Owners-Purchasers-Lessee)

Order No. 7341

Amount of Insurance \$52,240.00

Date of Policy August 31, 1979 at
5:00 o'clock P.M.

1. Name of Insured:

FMC CORPORATION, a Delaware Corporation.

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple.

3. The estate or interest referred to herein is at Date of Policy vested in:

FMC Corporation, a Delaware Corporation.

4. The land referred to in this policy is described as follows.

Caribou County, Idaho:

Township 8 South, Range 44 East of the Boise Meridian:

Section 16: ~~E $\frac{1}{2}$ E $\frac{1}{2}$~~ , EXCEPT THEREFROM, Beginning at the Northeast corner of Section 16, and running
thence West 252 feet along the section line to a point on a
5°34' curve in a Southeasterly direction;
thence 473 feet along the curve in a Southeasterly direction
to a point on the East section line of Section 16;
thence North along the section line 370 feet, more or less,
to the point of beginning.

SCHEDULE B (Standard)

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.

2. Questions of location, boundary and areas; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.

4. General taxes for 1979 are now an accruing lien but are not yet due nor payable.

5. Oil and Gas Lease executed by Victor Bollar and Doris Bollar, husband and wife, to The Taurus Corporation, dated February 14, 1976, recorded March 2, 1976, under recorder's instrument No. 85781, in the microfilm records of Caribou County, Idaho; and corrected by instrument No. 91471, recorded May 5, 1977, and assigned to Cities Service Company by instrument No. 90042 recorded January 7, 1977, in the microfilm records of Caribou County, Idaho.

6. Reservation of all minerals and mineral rights, disclosed by Deed executed by Victor E. Bollar and Doris E. Bollar, husband and wife, to FMC Corporation, a Delaware Corporation, dated August 28, 1979, recorded August 31, 1979, under recorder's instrument No. 101768 in the microfilm records of Caribou County, Idaho.

End of Schedule B.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage, for which it is claimed the Company is liable under this policy, shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of: (i) the actual loss of the insured claimant; or (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced

to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof, and then only as to payments under any policy insuring any mortgage thereafter executed by such insured and which is a charge or lien on the estate or interest described in Schedule A.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto. The provisions of this paragraph shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given to the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 300 North 6th Street, Boise, Idaho 83701.

Affidavit of Publication

County of Caribou }
State of Idaho } ss

Mark Steele

being first duly sworn on his
oath, states

That he is Publisher
of the Caribou County Sun, a
newspaper of general circula-
tion in Caribou County, Idaho,
published weekly at Soda
Springs in said County that said
newspaper has been published
in said County uninterruptedly
and continuously for over sev-
enty-eight consecutive weeks,
prior to the first publication of
the annexed notice or advertise-
ment;

That the annexed notice was
published as per clipping at-
tached in the regular and entire
edition of said newspaper and
not in any supplement thereof

for 2 successive weekly
issues thereof, the date of the
first publication being the

26th day of

March, 1981

The date of the last publication

being the 2nd day of

April, 1981

Subscribed and sworn to be-

fore me this 3rd day

of April, 1981

Wendy Steele
Notary Public, residing
at Soda Springs, Idaho
(SEAL)

My Commission expires the

1st day of March

1984

PUBLIC NOTICE

**First Time
Published**

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the
following claim(s) to water
rights have been established by
diversion and application to
beneficial use:

27-4063

POCAHONTE CORPORATION

P.O. Box 4111, POCA-
HONTE, ID 83401

Source: **COPPER DRY
VALLEY CREEK** tributary to
POCAHONTE RIVER

Diversion Date: 07-01-1950

Amount: 0.50 CFS

Diversion Point: SESE Sec 16

T 8S R 44E, CARIBOU Co.

Use: **STOCKWATER** 10.30

CFS from 07-01 to 10-01

Name of User: **NENE SENE**

Diversion Point: SESE Sec 16 T 08S R 44E

Diversion Means: **POND**.

Any exception to any claim of
water right may be filed with the
Director of the Idaho Department
of Water Resources, 150 Shoup
Idaho Falls, Idaho 83401.

STEPHEN ALLRED

Director

Filed March 26 and April

in the Caribou County

RECEIVED

APR 9 1981

Department of Water Resources
Eastern District Office

MAILED

**NOTICE OF CLAIMS
TO WATER RIGHTS**

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

27-4063

FMC CORPORATION
P.O. BOX 4111, POCA-
TELLO, ID 83201

Source: UPPER DRY
VALLEY CREEK tributary to
BLACKFOOT RIVER

Priority Date: 07-01-1950

Amount: 0.30 CFS

Diversion Point: SESE Sec 16
T 08S R 44E, CARIBOU Co.

Use: STOCKWATER (0.30
CFS) from 06-01 to 10-01

Place of Use: NENE SENE
NESE SESE Sec 16 T 08S R 44E

Diversion Means: POND.

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 150 Shoup Ave., Idaho Falls, Idaho 83401.

C. STEPHEN ALLRED
Director

Published March 26 and April 2, 1981 in the Caribou County Sun.

February 1, 1988

Lynn K. Jennings
Dechert, Price & Rhoads
1500 Market St.
Philadelphia, PA 19102

27-4203 ✓
27-7057
27-7058

Dear Ms. Jennings:

Re: FMC Corporation Inquiry

In response to your letter of inquiry dated January 5, 1988, the department has researched the files with respect to approvals granted in connection with the FMC Corporation facility located in Pocatello, Idaho.

Enclosed is an abstract which shows three (3) water rights in the name of FMC Corporation. There is no charge for the information.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

Enc.: 1

RECORDED

APR 01 1988

LAW OFFICES OF

DECHERT PRICE & RHOADS

477 MADISON AVENUE
NEW YORK, NY 10022
(212) 326-3500

250 AVENUE LOUISE
1050 BRUSSELS, BELGIUM
(02) 647 85 85

52 BEDFORD SQUARE
LONDON WC1B 3EX, ENGLAND
01 631 3383

DIRECT DIAL
(215) 972

1189

3400 CENTRE SQUARE WEST

1500 MARKET STREET

PHILADELPHIA, PA 19102

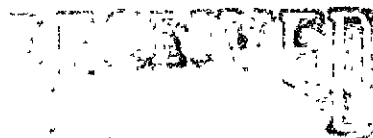
TELEPHONE. (215) 972-3400

TELEX 84 5324 • BARDEP

TELECOPIERS
(215) 972-3864
(215) 568-1137

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006
(202) 626-3300

800 NORTH THIRD STREET
HARRISBURG, PA 17102
(717) 233-7847



JAN 12 1988

January 5, 1988

Department of Water Resources

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Kenneth Brooks, Chief
Bureau of Air Quality
Div. of Environment
Dept. of Health & Welfare
450 W. State St.
Boise, ID 83720

Stanley F. Hamilton
Director
Dept. of Lands
State Capitol Bldg.
Room 121
700 W. Jefferson St.
Statehouse Mail
Boise, ID 83720

Steve Provant
Manager
Solid & Hazardous Waste Section
Bur. of Hazardous Materials
Div. of Environment
Dept. of Health & Welfare
Towers Bldg., 5th Fl.
450 W. State St.
Boise, ID 83720

A. Kenneth Dunn ✓
Director
Dept. of Water Resources
Towers Bldg.
450 W. State St.
Boise, ID 83720

Lee W. Stokes
Administrator
Div. of Environment
Dept. of Health & Welfare
Towers Bldg.
450 W. State St.
Boise, ID 83720

Cheryl Koshuta
Chief
Bur. of Hazardous Materials
Div. of Environment
Dept. of Health & Welfare
Towers Bldg., 5th Fl.
450 W. State Street
Boise, ID 83720

Al Murray
Chief
Bur. of Water Quality
Div. of Environment
Dept. of Health & Welfare
Towers Bldg., 5th Fl.
450 W. State St.
Boise, ID 83720

MICROFILMED

Re: Freedom of Information Act

APR 01 1988

To the Above Addressed Parties:

Please provide copies of any of the following documents which may be made available to the public regarding the FMC Corportion facility in Pocatello, Idaho:

All reports, notifications and other information filed under or pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986 and/or any other state statute which similarly relates to hazardous substances;

All reports, permit applications (Parts A and B) and other filings made under or pursuant to the Resource Conservation and Recovery Act, as amended and/or any other state statute which similarly relates to solid or hazardous wastes;

All water discharge permits and permit modifications issued since January 1, 1982, pursuant to the Clean Water Act and/or any other state statute which similarly relates to discharges into bodies of water together with their respective permit applications and the most recent application for a permit or permit modification, if not included in the above. If no permits have been issued since January 1, 1982, please provide the most recent permit issued together with the application therefor;

All air emission and construction permits and permit modifications issued since January 1, 1982, pursuant to the Clean Air Act, as amended and/or any other state statute which similarly relates to emission into the atmosphere together with their respective permit applications, and the most recent application for a permit or permit modification, if not included in the above. If no permits have been issued since January 1, 1982, please provide the most recent permit issued together with the application therefor;

All notices of violation and reports of noncompliance with respect to the above-identified permits;

APR 01 1988

All Consent Orders, Consent Decrees, Consent Agreements, or Administrative or Judicial Orders still in effect, concerning the above-identified facility;

All records pertaining to fines and penalties, civil or criminal, assessed since January 1, 1982.

We request that the above described information be provided at the earliest possible time. We agree to pay the reasonable costs of complying with this request, in an amount not to exceed \$100.00. If cost will exceed this amount, please contact me by telephone at (215) 972-1189.

Thank you for your assistance.

Very truly yours,

Lynn K. Jennings
Legal Assistant to
William R. Herman

LKJ/dm

MICROFILMED

APR 01 1988

R 1.

FMC C/P.

INTER-DEPARTMENT MEMO — 1

FROM

Glen

DATE

1-15-88

TO

1. Dave H. ^{water storage or} ^{Neill} ^{land dams}
 2. John B. ^{Nothing that we have}
 3. Gary S.

SUBJECT

- Plz advise me of approvals, permits, etc we may have issued in conn w/ FMC's operation. We recently did this exercise in conn. w/ Montsanto.

- need to check water storage permits, water storage approvals, MTIS approvals, inf wells, geo wells. etc, SCA.

- Plz return.

SIGNATURE

27-4063, 27-7057, 27-7058

WATER RIGHT NUMBER 27-4063

OWNER LAST NAME - FMC CORPORATION
ADDRESS LINE 1 - P.O. BOX 4111
ADDRESS LINE 3 -
SOURCE - UPPER DRY VALLEY CREEK
STAGE - STAFFY CLM
TOTAL DIV. VOLUME - .00 AFA
DIVERSION POINT - SESE 16 08S 44E LOT
FROM - 06-01 TO - 10-01 USE - STOCKWATER
USE - STOCKWATER

FIRST NAME -
ADDRESS LINE 2 -
CITY - POCATELLO
TRIBUTARY OF - BLACKFOOT RIVER
PRIORITY - 07-01-1950
WATER DIST. -
STATUS -
TRFR/AMEND -
REDIV -
PLACE OF USE - TWN 08S RNG 44E SEC 16
USE DIV. RATE - .3000 CFS
USE DIV. VOLUME - .00 AFA

ORIG OWNER -
STATE - ID ZIP CODE - 83201
COUNTY - CARIBOU
DLF/CAREY ACT -
RIGHT BASIS -
TOTAL DIV. RATE - .3000 -CFS
DATE -
TRACT NENE LOT AC
TRACT NESE LOT AC
TRACT SESE LOT AC
TOTAL ACRES 0

DECKER NAME -

REMARKS -

NON IRRIG USE - S/100 RANGE.

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PROOF MADE - FLD EXAM - COND. OF APPROVAL -

DIVERSION MEANS - POND.

PROTESTED -

HEARING -

OLD NO. -

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JK

Right Number 27 4063 Applicant ERIC Corp.

NOTE: *IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.*

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By Eric Corp. Date April 11, 1981

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By Lawrence Date 4/16/81

3/79

IDENT. NO.

27 4063

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT
DATA ENTRY LOG

Initials

Date _____

Item

Two

3/19/81

Original form entered

Edit Report Correct

Date Protested

Date of Hearing

Date Approved/Denied

(Proof due date, stage and/or status,
conditions of approval, water district)

Record Verified

Amendment Approved

Extension Approved

Partial Proof

Proof Complete

Field Exam Received

Field Exam Accepted
and changes entered

License Signed

Transfer Approved

Keypunched by State Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave.
Idaho Falls, Idaho 83401
(208) 525-7161

APRIL 15, 1981

FMC CORPORATION
P.O. BOX 4111
POCATELLO

ID 83201

RE: Claim No. 27-4063

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure

NOTICE OF PUBLIC HEARING

Notice is hereby given that the following proposed project(s) have been submitted for public hearing for beneficial use:

Any exception to or change in the project(s) shall be made by the Director of the Idaho Department of Water Resources, 1500
Shoup Ave., Idaho Falls, Idaho 83402.

FOR INFORMATION ONLY

DATE

Published 3/26 & 1/12/81

RECEIVED

21245521

FMC CORPORATION

P.O. BOX 4111, POCATELLO, ID 83401

Source: UPPER DRY VALLEY (FREE) 1017 184, 1. FLA 1017 184 184

Priority Date: 07, 1971-EC

Amount: 0.30 CFS

Diversion Point: SEED CATCHER 1017 184 184 184

Use: STOCKWATER 1017 184 184 184

Place of Use: NENE FINE WIRE FREE 1017 184 184

Diversion Means: FEND.

MICROFILMED