

KRUSE, LANDA & MAYCOCK, L.L.C.50 WEST BROADWAY (300 SOUTH)
EIGHTH FLOOR, BANK ONE TOWER
SALT LAKE CITY, UTAH 84101-2034

JODY L. WILLIAMS

WRITER'S E-MAIL
jwilliams@klmflaw.comMAILING ADDRESS:
Post Office Box 45561
Salt Lake City, Utah 84145-0561TELEPHONE: (801) 531-7090
TELECOPY: (801) 531-7091
(801) 359-3954WRITER'S VOICE MAIL
Extension 234

October 21, 1998

RE: IMPORTANT NOTICE ON YOUR BEAR LAKE STORAGE WATER CONTRACT

Dear Bear River Irrigator:

Over the past several months, we have been writing to you and other Bear Lake storage water users requesting information on the 1989 Bear Lake storage water contracts with PacifiCorp. Initially, the information was used to report to the Bear River Commission that your Bear River water right was supplemented by a Bear Lake storage water contract. However, as we gathered more information, more questions were raised.

In some instances, the land and Bear River water right that were the basis for the storage water contract have been sold to others. Several of the original contract holders have died or moved away. Some questions were raised over interpretations of the 1989 contract with the 1995 Bear Lake Settlement Agreement. As PacifiCorp reviewed these and other issues, it became clear that it was time to update the 1989 contract.

The 1989 contract contains a 5 year cancellation provision. **BY NOTIFICATION IN THIS LETTER, PACIFICORP IS HEREBY CANCELING ALL 1989 BEAR LAKE STORAGE WATER CONTRACTS. IF YOU HAVE A 1989 BEAR LAKE STORAGE WATER CONTRACT, AFTER THE END OF THE 2003 IRRIGATION SEASON, YOU MAY NOT USE BEAR LAKE STORAGE WATER UNLESS YOU FOLLOW THE INSTRUCTIONS FOUND IN THIS LETTER.**

PacifiCorp has revised the 1989 contract, and it will re-issue new storage water contracts to those irrigators who previously had a contract with Utah Power and Light Company and who provide all of the information necessary to complete the contract. Attached to this letter you will find a copy of the new Revised and Reformed Irrigation Water Contract. Please carefully review the contract. Those who execute the Revised and Reformed Irrigation Water Contract will continue to receive Bear Lake storage water under the revised terms of the contract.

PacifiCorp will hold a meeting on **OCTOBER 27, 1998 at 10:00 a.m. at UTAH STATE UNIVERSITY, ASTE BUILDING** located at 1498 N. 800 E. Logan, Utah to discuss the Revised and Reformed Irrigation Water Contract and to answer questions. At that meeting, PacifiCorp will request that each irrigator sign up for an appointment to meet with the Division of Water Rights and PacifiCorp to verify your irrigated acreage,

* Go up 1400 North to 800 E

not on campus - on 800 E

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update title to your water rights and to sign your new storage water contract. If you are unable to attend the October 27th meeting, please call Barbara Wallin at the law firm of Kruse, Landa & Maycock at (801) 531-7090 to schedule your individual appointment.

PacifiCorp is offering the Revised and Reformed Irrigation Water Contract only to those who have been using Bear Lake storage water. **You will have until November 20, 1998 to meet with PacifiCorp to sign the Revised and Reformed Irrigation Water Contract. If you do not sign the Revised and Reformed Irrigation Water Contract before the November 20, 1998 deadline, your 1989 contract for Bear Lake storage water will terminate 5 years from the date of this letter and you will not be offered another contract.** PacifiCorp will not offer new contracts to new users. The use of Bear Lake storage water may not increase over present usage. Many of the Irrigators have requested that PacifiCorp put their new contract in the name of a person or entity that is not the current owner of record of the associated water right. All contracts must be in the name of the water right owner. If you recently bought or sold your farming operation and did not update title at the State Engineer's office in Logan, you should immediately bring to the Division of Water Rights all of the recorded deeds necessary to complete a clear chain of title from the water right owner of record to yourself. You may need to obtain a title report from a title company to create a clear chain of title.

After the November 20, 1998 deadline to sign the Revised and Reformed Irrigation Water Contract, PacifiCorp intends to assign all of the contracts to the Bear River Small Irrigators Association, who will collect the rent for your Bear Lake storage water. PacifiCorp will allocate a block of Bear Lake storage water to the Bear River Small Irrigators Association for all of the small contracts, including yours. This will simplify water accounting on the Bear River.

If you have questions concerning this notice or whether we have prepared a Revised and Reformed Irrigation Water Contract for you, please call me or Bill White at 801-531-7090.

Very truly yours,

KRUSE, LANDA & MAYCOCK, L.L.C.

Jody L. Williams

JLW:bjw

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REVISED AND REFORMED IRRIGATION AGREEMENT

THIS REVISED AND REFORMED IRRIGATION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____ 1998, by and between PacifiCorp, successor to Utah Power & Light Company ("PacifiCorp"), and _____ ("Irrigator").

WHEREAS, PacifiCorp's predecessor, Utah Power & Light Company, has provided to Irrigator and other small irrigators on the Bear River ("Small Irrigators") supplemental Bear Lake storage water. The Idaho Pumpers Association and the Utah Pumpers Association signed the Bear Lake Settlement Agreement dated April 10, 1995 (the "Settlement Agreement") on behalf of the Small Irrigators. Such Small Irrigators, including Irrigator, have now organized the Bear River Small Irrigators Association ("Association") to hold certain rights, receive certain benefits, and represent their interests relating to their use of Bear River irrigation water and supplemental Bear Lake storage water. Therefore, PacifiCorp and the Irrigator desire to reform and revise any previous arrangements respecting the Irrigator's contractual interest in receiving supplemental Bear Lake storage water and to set forth their understandings about the above in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, other good and valuable consideration, and the mutual obligations of this Agreement, the parties agree as follows:

1. PacifiCorp hereby confirms the lease to Irrigator of supplemental Bear Lake storage water pursuant to the revised and reformed terms and conditions set forth in this Agreement.

2. Irrigator's water rights ("Irrigator's Rights") consist of a decreed or certificated water right, an application to appropriate water approved prior to July 1, 1989, on file with the Utah Division of Water Rights, or a decreed or licensed water right or a claim filed with the Idaho Department of Water Resources prior to July 1, 1989, copies of which are attached to and incorporated into this Agreement.

a.	Water Right No. _____	Approved for _____	acre feet
	Point of Diversion No. _____	Approved for _____	acres of irrigation
b.	Water Right No. _____	Approved for _____	acre feet
	Point of Diversion No. _____	Approved for _____	acres of irrigation
c.	Water Right No. _____	Approved for _____	acre feet
	Point of Diversion No. _____	Approved for _____	acres of irrigation

Irrigator represents that the above description of Irrigator's Rights is true and correct and agrees to notify PacifiCorp and the Association of any changes in the above information.

3. PacifiCorp, or its subsequent operator at Bear Lake, claims no interest in Irrigator's Rights and, except as consistent with the prudent and reasonable operation of Bear Lake and Bear River, shall not interfere with or disrupt Irrigator's Rights.

4. Prior to the irrigation season each year, PacifiCorp, or its subsequent operator at Bear Lake, will allocate an amount of Bear Lake storage water available for the Association based on the Small Irrigators' historical Bear Lake storage water use, the amount of available Bear Lake storage water supply, the level of Bear Lake on April 1, the forecasted runoff, general water supply as determined by PacifiCorp, and any constraints of the Settlement Agreement. The total amount of Bear Lake storage

water allocated may vary from year to year. Bear Lake storage water leased to Irrigator hereunder is included in the allocation to the Association under the Settlement Agreement.

5. If the total volume of Bear Lake storage water required by all Small Irrigators to make up the deficit of their Irrigator Rights to supply a full duty to their irrigated acreages described in paragraph 2 of this Agreement exceeds the available supply of Bear Lake storage water allocated to the Association under paragraph 4 of this Agreement, then the Bear Lake storage water available for Irrigator will be decreased in the same proportion, if any, as allocations of Bear Lake storage water are decreased to the Association and other Bear Lake storage water contract holders under the Settlement Agreement.

6. Irrigator will cooperate with the Lower Bear River Commissioner in Utah or the District 11 Watermaster in Idaho, as applicable, to account for and determine the actual amount of Bear Lake storage water diverted by Irrigator. Irrigator will be billed for the amount of Bear Lake storage water diverted within 30 days after receiving the Bear Lake storage water usage reports from the River Commissioner or the Watermaster.

7. Irrigator will pay a \$1.40 per acre foot annual rental price for the Bear Lake storage water supplied to Irrigator within 30 days after billing, but in any case prior to April 1 of the year following the irrigation season in which Bear Lake storage water was last delivered to Irrigator, as a condition to receiving delivery of Bear Lake storage water during the next irrigation season. PacifiCorp, or its assignee, may change the rental price upon one year's notice to Irrigator.

8. Irrigator may sublease Bear Lake storage water available under this Agreement to another Small Irrigator so long as it is used only for supplemental irrigation purposes on acreage supplied by existing Bear River natural flow water rights. Irrigator may assign this Agreement only to the purchaser (or other fee simple transferee) of its irrigated acreage and Irrigator's Rights upon written notice to PacifiCorp or its assignee, so long as said acreage will continue to be irrigated with Bear Lake storage water as a supplemental irrigation source.

9. If PacifiCorp, or its subsequent operator at Bear Lake, creates a Rental Pool or Water Bank for its Bear Lake storage water, Irrigator may participate in said Rental Pool or Water Bank in cooperation with Association.

10. PacifiCorp, or its subsequent operator at Bear Lake, will use its best efforts to deliver allocated Bear Lake storage water to the Bear River at the Outlet Canal gage for diversion at Irrigator's point(s) of diversion described in paragraph 2. Irrigator releases and holds PacifiCorp, or its assigns, harmless from any and all liability, loss, or damage resulting from the interruption or discontinuance of the delivery of all or any portion of Bear Lake storage water hereunder.

11. Irrigator's contractual right to receive Bear Lake storage water under this Agreement will not be construed as a water right in or a right to claim a firm allocation of Bear Lake storage water or any other interest in the same except as expressly set forth in this Agreement or the Bear Lake Settlement Agreement.

12. This Agreement will continue in force and effect until terminated by the mutual agreement of the parties or until terminated by continuation of a breach of any of the terms hereof for 30 days after the non-breaching party gives notice to the breaching party of the breach and an opportunity to cure.

13. PacifiCorp may assign to the Association PacifiCorp's right to receive rental payments from Irrigator and other Small Irrigators together with all or any part of PacifiCorp's other rights and

obligations under this Agreement. In the event of such assignment and assumption, PacifiCorp shall be released and discharged from any subsequent duties and obligations to Irrigator hereunder.

14. Irrigator agrees that PacifiCorp may lease or convey to a third party the facilities and water rights used to store and deliver Bear Lake storage water. In the event of such lease or conveyance, Irrigator consents to the assumption of PacifiCorp's duties and obligations by said third party and releases PacifiCorp from its duties and obligations assigned to said third party.

15. Notices shall be sufficiently given if deposited in the United States mail, postage prepaid; personally delivered; sent by telecopy transmission or other electronic communication confirmed by deposit in the United States mail, postage prepaid, if to PacifiCorp at 1407 West North Temple, Suite 110, Salt Lake City, UT 84140; facsimile (801) 220-4373, with a copy to Jody Williams, Kruse, Landa & Maycock, 50 West Broadway, #800, Salt Lake City, UT 84101, or if to Irrigator at the address set forth below.

16. Irrigator ratifies and agrees to be bound by the terms of the Bear Lake Settlement Agreement the same as if Irrigator had signed it on April 10, 1995.

17. The failure of either party to insist upon or enforce strict performance by the other of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of the party's right to assert or rely upon such terms or rights on any future occasion.

18. This Agreement will be construed according to the laws of the State of Irrigator's address below.

19. This Agreement constitutes the entire agreement between PacifiCorp and Irrigator regarding the use of and rights to supplemental Bear Lake storage water and supersedes any and all previous agreements, practices, courses of dealing, or reliance regarding the rent, lease, or use of Bear Lake storage water.

This Agreement is executed effective the date first above written.

PACIFICORP

IRRIGATOR

By: _____
[Signature]

[Printed Name/Title of Signatory]

[Printed Name of Irrigator]

By: _____
[Signature]

[Printed Name/Title (if any) of Signatory]

[Street/Mailing Address]

[City, State, Zip Code]

[Facsimile, if any]

BEAR LAKE SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of April, 1995, by and between LAST CHANCE CANAL COMPANY, CUB RIVER CANAL COMPANY, WEST CACHE CANAL COMPANY, BEAR RIVER CANAL COMPANY, IDAHO PUMPERS ASSOCIATION, UTAH PUMPERS ASSOCIATION, and THE BEAR RIVER WATER USERS ASSOCIATION, INC. (referred to collectively as the "Irrigators"), BEAR LAKE WATCH, INC., EMERALD BEACH, INC., BEAR LAKE EAST, INC., and JIM KIMBAL (hereinafter referred to collectively as the "Bear Lake Group"), and PACIFICORP.

RECITALS:

A. PacifiCorp has certain decreed rights under the Dietrich Decree in Idaho and the Kimball Decree in Utah to divert water from Bear River for storage in the top 21.65 feet of Bear Lake between elevations 5902 and 5923.65 and to operate, manage and release the same for irrigation in the Bear River Valley in Idaho and Utah, for power generation, and for other beneficial uses.

B. The Irrigators each hold contracts with PacifiCorp to receive Bear Lake storage water which has historically been applied to beneficial use for the irrigation of more than 150,000 acres in Idaho and Utah.

C. The Bear Lake Group represents the interests of their members who are homeowners around Bear Lake, recreationalists and other non-consumptive users of Bear Lake water.

D. The Bear Lake Group has filed a lawsuit against the U.S. Army Corps of Engineers and the Environmental Protection Agency in the U.S. District Court for the District of Utah, Civil Action No. 94-NC-157W, challenging certain permits previously issued to PacifiCorp which allow for dredging of Bear Lake.

E. PacifiCorp has submitted applications for dredging permits to the U.S. Army Corps of Engineers which is pending at U.S. No. 920302450 and also to the Idaho Department of Lands, which is pending at State No. L-11-S-131D (collectively referred to

as the "Dredging Permit Proceedings). In said proceedings, PacifiCorp is the Applicant; the Bear Lake Group and the Irrigators are interested and affected parties.

F. Upon the terms set forth below, the parties desire to compromise, settle and resolve the above described disputes and general disagreements that exist concerning the operation and management of Bear Lake by PacifiCorp and the use, release and distribution of Bear Lake storage water.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES WHOSE SIGNATURES ARE AFFIXED BELOW AS FOLLOWS:

1. Bear Lake Group will dismiss, without prejudice, their Complaint for Declaratory Judgment and Injunctive Relief pending in the U.S. District Court for the District of Utah, Civil Action No. 94-NC-157W. Such dismissal will occur as soon as practicable as will be arranged with other parties to that suit.

2. PacifiCorp agrees not to dredge Bear Lake prior to or during the 1995 irrigation season.

3. The Bear Lake Group's request for a contested case hearing before the Idaho Department of Lands in Case No. L-LE-95-002 will be withdrawn immediately. The Idaho Department of Lands and the U.S. Army Corps of Engineers will be provided with a copy of this Stipulated Settlement Agreement and are requested to act upon the pending Dredging Permit application and approve the Permit based upon the record established, without further notice and hearing. The parties hereby agree that this Stipulated Settlement Agreement shall be attached to and become a part of the Dredging Permit and that this Settlement Agreement shall be enforceable among the parties in conformance with the terms hereof without notice or hearing by Idaho Department of Lands or U.S. Corps of Engineers. All parties reserve their rights to appeal the decisions entered by the Idaho Department of Lands and/or U.S. Army Corps of Engineers in the pending Dredging Permit Proceedings and this Agreement will be without prejudice or effect upon such appeal rights.

4. The "Bear Lake Storage Allocation and Recovery Proposal," consisting of two pages, attached hereto and incorporated by reference is hereby approved by the

Irrigators and Bear Lake Group, and adopted by PacifiCorp as its established policy and guideline for the operation and management of Bear Lake. The parties acknowledge and agree that the authority to change the annual amount of Bear Lake storage water allocated pursuant to the proposal shall remain solely within PacifiCorp's discretion, upon reasonable cause and following consultation with the "Bear Lake Preservation Advisory Committee" as discussed below.

5. The parties agree to form a new "Bear Lake Preservation Advisory Committee." The task force will consist of a representative of Last Chance Canal Company, Cub River Canal Company, West Cache Canal Company, Bear River Canal Company, Idaho Pumpers Association, Utah Pumpers Association, Bear River Water User's Association, Inc., Bear Lake Watch, Inc., Emerald Beach, Inc., Bear Lake East, Inc., and PacifiCorp, a representative of the Bear River Commission, a representative from each of the Utah and Idaho Departments of Water Resources, and such other interested parties who have an interest in promoting the goals enumerated below. The purpose of the task force will be to address and attempt to resolve through compromise and negotiations disagreements between the parties and other multiple users concerning the use, operation and management of Bear Lake. Among other things, the goals of the Advisory Committee will include the following:

- a. To promote water conservation and efficient use practices;
- b. To promote more reliable water supplies in Bear Lake and Bear River for all users;
- c. To promote soil and energy conservation and improved water quality;
- d. To pursue means other than litigation to resolve conflicts;
- e. To periodically review the Allocation Proposal and recommend changes in that policy to PacifiCorp as may be appropriate; and
- f. To promote the concept of a single allocation model for administration of water on the Bear Lake/Bear River System.

The Advisory Committee will first meet in May, 1995, and at least annually thereafter prior to the annual spring meeting of the Bear River Compact Commission.

6. The parties hereby acknowledge and agree that the Bear Lake Storage Allocation and Recovery Plan is a voluntary plan for allocating water in times of shortage, when nature does not otherwise provide a full supply, and nothing in this Settlement Agreement shall be construed as an abandonment or forfeiture of any appropriated, contract or other rights belonging to the parties.

7. Copies of this Settlement Agreement shall be provided to the U.S. Army Corps of Engineers and Idaho Department of Lands and become a part of the record in the pending Dredging Permit Proceedings, and also will be provided to the Bear River Commission, Idaho Department of Water Resources, and Utah Division of Water Resources.

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

LAST CHANCE CANAL COMPANY

By: *George J. Libby*

CUB RIVER CANAL COMPANY

By: _____

WEST CACHE CANAL COMPANY

By: *Joseph H. Larsen*

BEAR RIVER CANAL COMPANY

By: *Reid Egan*

DATED this 11th day of April, 1995.

CUB RIVER CANAL COMPANY

By *Dale C. Meyer*

IDAHO PUMPERS ASSOCIATION

By: *Greg E. [Signature]*

UTAH PUMPERS ASSOCIATION

By: *James T. G. [Signature]*

BEAR RIVER WATER USERS ASSOCIATION

By: *Lee T. [Signature]*

BEAR LAKE WATCH, INC.

By: *Wendy [Signature]*

EMERALD BEACH, INC.

By: *Colin [Signature]*

BEAR LAKE EAST, INC.

By: *Sherald E. [Signature]*

Jim Kimball [Signature]
JIM KIMBALL

PACIFICORP

By: *[Signature]*
[Signature]

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IRRIGATION WATER ALLOCATION AND LAKE RECOVERY PROPOSAL FOR BEAR LAKE

<u>Calculated Elevation¹</u>	<u>Storage Content(A.F.)</u>	<u>Calculated Evaporation</u>	<u>Calculated Net Storage Avail.</u>	<u>Annual Allocation²</u>	<u>Balance Preserved For Lake Recovery</u>
Full 5923.85	1,414,000				
5914.7 (Irr. Reserve)	801,000	(125,000)	676,000	230,000 (100%)	446,000
5914	754,000	(125,000)	629,000	225,000 (98%)	404,000
5913	688,000	(125,000)	563,000	220,000 (96%)	343,000
5912	621,000	(125,000)	490,000	215,000 (93%)	275,000
5911	557,000	(125,000)	432,000	210,000 (91%)	222,000
5910	497,000	(125,000)	372,000	205,000 (89%)	167,000
5909	428,000	(125,000)	303,000	181,000 (79%)	122,000
5908	365,000	(125,000)	240,000	168,000 (73%)	72,000
5907	302,000	(125,000)	177,000	141,000 (61%)	36,000
5906	240,000	(125,000)	115,000	104,000 (45%)	11,000
5905	180,000	(125,000)	55,000	55,000 (24%)	0
5904	119,000	(125,000)	0	0 (0%)	119,000
5903	59,000	(125,000)	0	0 (0%)	59,000
5902	0		0	0 (0%)	0

* Footnotes are found on the following page.

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(1) The "Calculated Elevation" represents the estimated, maximum lake level, in any given year, calculated by adding the forecasted amount of storable spring runoff to the actual quantity of water in storage on March 1 of said year. Full lake is 5923.65. The "irrigation Reserve" under the Bear River Compact is 5914.7' to 5902'.

(2) The "Annual Allocation" represents the total, estimated quantity of water available to be delivered to holders of contracts with PacifiCorp. The maximum historic delivery of 245,000 acre feet (1961) shall be available at all elevations above the "irrigation reserve". The reduced allocations available at each elevation below the "irrigation reserve" of 5914.7 shall be subject to the following conditions:

- (a) The stated allocation available at each elevation is subject to the maximum flow rates deliverable to PacifiCorp facilities and other operating and legal constraints.
- (b) The total Annual Allocation shall be allocated among the contract holders, subject to contract limitations, on a per-acre basis, based upon 151,000 total irrigated acres as set forth in the attached schedule entitled Contract Holders - Bear Lake Storage. By virtue of the fact that Bear River Canal Co. has the earliest contract with PacifiCorp and has no acre-footage limitation under its contract, any water allocated and available for use, which is in excess of the water to which the holders of contracts with PacifiCorp are entitled under their respective contracts, shall be available for use first by Bear River Canal Co., up to 48.6% of the total allocation, and then to other contract holders as may be agreed upon between the contract holders.
- (c) Unused water under the allocation may not be accrued or carried over by any contract holder to any future year and will remain in the lake for additional recovery.
- (d) PacifiCorp will not deliver storage water from Bear Lake to new contracts or

otherwise, over and above the existing contracts.

- (e) No allocation of water will be made to the contract holders on March 1 if the Calculated Elevation of the lake is 5904' or below. If, however, on March 1 of any year the Calculated Elevation is higher than 5904', PacifiCorp will pump, if necessary, and subject to legal and operating constraints, to deliver the Annual Allocation until such time as its operation, together with anticipated evaporation, is expected to result in a calculated lake elevation of 5902' after evaporation and deliveries.

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CONTRACT HOLDERS - BEAR LAKE STORAGE**ACRES IRRIGATED**

Company	Utah	Idaho	Total	% By Acreage ³	Contract Limitation
Last Chance Canal Co.		32,000	32,000	21.3%	40,000 A.F. (Up to 120,000 max. over 10 yrs.)
Idaho Pumpers ²		4,000	4,000	2.7%	
Cub River Irrigation ¹	15,000	12,000	27,000	18.0%	20,000 A.F.
West Cache Canal Co. ¹	11,000	4,000	15,000	10.0%	12,000 A.F.
Utah Pumpers ²	8,000	✓	8,000	5.3%	
Bear River Canal Co.	65,000		65,000	43.3%	900 cfs
Total:	99,000	52,000	151,000 (rounded to 150,000)		

¹ Point of diversion in Idaho with stockholders and irrigated lands in both Utah and Idaho.

² Canal Company's supplied their actual irrigated acres. Pumpers' irrigated acres are estimated, and will be updated when actual acres are determined.

³ By virtue of the fact that Bear River Canal Co. has the earliest contract with PacifiCorp and has no acre-footage limitation under its contract, any water allocated and available for use, which is in excess of the water to which the above-named contract holders are entitled under their respective contracts with PacifiCorp, shall be available for use first by Bear River Canal Co., up to 48.6% of the total allocation, and then to other contract holders as may be agreed upon between the contract holders.

⁴ The BRWUA and PacifiCorp support the concept of a single allocation model for administration of water on the Bear River. Such a model may necessitate contract adjustments to reflect new accounting procedures.

13-00621 13-00681 13-00682 13-00683

IDAHO LIST	IDAHO LIST	IDAHO LIST	IDAHO LIST
Elsie E. Bastian	13-7047 / 13-7069	P O Box 87	Weston, ID 83286
David Coombs	13-00960B	P O Box 380066	Ivans, UT 84738
David E. Skabeland	13-00960B	1265 Cliffside Dr.	Logan, UT 84320
Robert Henderson	13-7254	3655 North 1600 East	Preston, ID 83263
Keith Hodges	13-07081	2082 W. Hot Springs Rd	Preston, ID 83263
Wheeler Ranch	11-0558 / 11-0618 11-0619 / 11-0620	336 River Road	Grace, ID 83241
Floyd Jensen	13-02148 / 13-07129 / 13-02253	1580 West 3200 South	Preston, ID 83263
Estate of Ben Johnson	13-04299	136 No. 1st West	Preston, ID 83263
Reed Kunz	11-01107 ok		Bern, ID 83220
Dean Kunz	11-01117 ok		Bern, ID 83220
Wayne Kunz	11-01099 ok	866 Adams	Montpelier, ID 83254
Bruce Lamont	13-04107 / 13-04244	3523 South 1600 West	Preston, ID 83263
Alex Inglet	13-04278	3998 South 1600 West	Preston, ID 83263
Conrad Nebeker		2554 Monroe	Ogden, UT 84407
Grove M Phelps & Son's Partnership	11-01105 ok	128 S Main	Bennington, ID 83254
Lyle C. Stephens	c/o Roger L. Stephens	176 W 600 North	Logan, UT 84321
Clyde Cook	11-04033 ok	71 North 100 West	Cedar Fort, UT 84013
George Wanlass	13-00960D	91 River Road	Thacher, ID 83283
L. Jr. White	13-00960F	1748 Cedar View Rd	Soda Springs, ID 83276
Carroll Whitney	13-4235	Box 253, RR#1	Weston, ID 83286
Leon Hardcastle	11-01103 ok	655 North 8th East	Preston, ID 83263
Charles Knuz		23 North	Bern, ID 83220
Randy Panter	13-02128B	14885 North Hwy 34	Thacher, ID 83283
Lawrence Fox	13-02128B	16205 North Cleveland Rd	Preston, ID 83263
Steven Bobka		3239 So 1600 West	Preston, ID 83263
Riverdale Preston	13-00971 / 13-00972 / 13-00973	3659 North 1600 East	Preston, ID 83263

1002 2 2 9116
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Irrigation Co			
Gentle Valley Canal Company	13-00964 / 13-00965 13-00959 / 13-00966	P O Box 257	Grace, ID 83241
Thatcher Irrigation Company	13-00960E / 13-00961	35 River Rd.	Grace, ID 83241
Riverdale Irrigation Company	13-00973	3655 North 1600 East	Preston, ID 83263
Terry Porter	13-07048 / 13-07069	1933 East 3700 North	Preston, ID 83263
Bertis L. & Anna E. C. Embry		1304 East 17th North	North Logan, UT 84321
Reed Kunz	11-01107	118 Reeds Lane	Bern, ID 83220
Kent Foster	Holden, Kidwell, Hahn & Crapo P.L.L.C.	350 Shoup Avenue, Third Floor	Idaho Falls, ID 83405
Riverdale I.C.	13-00971	3655 No 1600 East	Preston, ID 83263
Bear Lake State Park	c/o Kirk Rich	Statehouse Mail	Boise, ID 83720
Joseph D. & Debra R. Seamons		4584 West Sam Fellow Rd	Benson, UT 84335

KRUSE, LANDA & MAYCOCK, L.L.C.

MAILING ADDRESS
POST OFFICE BOX 45561
SALT LAKE CITY, UTAH 84146-0561

EIGHTH FLOOR, BANK ONE TOWER
50 WEST BROADWAY (300 SOUTH)
SALT LAKE CITY, UTAH 84101-2034

TELEPHONE: (801) 531-7090
TELECOPY: (801) 369-3954

FACSIMILE TRANSMISSION SHEET
Xerox 7032 (CCITT Group 2 and Group 3)
(801) 359-3954

DATE: October 23, 1998

TIME (MDT): _____

MESSAGE TO: Harold JonesFIRM: Idaho Department of Water Resources Eastern RegionFAX NUMBER TRANSMITTED TO: 1-208-525-7177NO. OF PAGES (INCLUDING THIS COVER SHEET) 18FROM: Jody L. WilliamsKLM CLIENT FILE NO: 7017.09

**FOR QUESTIONS AND/OR PROBLEMS WITH RESPECT
TO THIS FACSIMILE TRANSMISSION
PLEASE CONTACT:**

Barbara Wallin

AT (801) 531-7090

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AUG 24 2004