State of Idaho
Department of Water Resources

Water Right License

Water Right No. 22-14308

Priority: February 02, 2018

Maximum Diversion Rate: 12.40 CFS
Maximum Diversion Volume: 5,260.0 AF

It is hereby certified that:

KLB INC
C/O JOHN BROWN
PO BOX 579
REXBURG ID 83440

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 02, 2018, and has submitted Proof of Beneficial Use on August 06, 2021. An examination confirms water is diverted from:

Source : TETON RIVER **Tributary:** HENRYS FORK

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
IRRIGATION	04/01 to 10/31	12.40 CFS	5,260.0 AF

Location of Point(s) of Diversion
TETON RIVER SE¼ NW¼ NE¼, Sec. 29, Twp 07N, Rge 44E, B.M. TETON County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	43E	10																11.0	11.0
07N	43E	11										2.2	38.0	10.0					50.2
07N	43E	13						0.8	29.0		4.8	40.0	35.0	5.2					114.8
07N	43E	14			21.0	32.0	6.7	40.0	36.0	29.6	39.0	36.0	40.0	40.0	40.0	37.0	40.0	39.0	476.3
07N	43E	15	14.0			13.0									13.0			13.0	53.0
07N	43E	22	13.0			13.0									13.0			13.0	52.0
07N	43E	23	40.0	39.0	33.0	30.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	622.0
07N	43E	24			8.7	22.0	21.0	38.0	39.0	37.0	40.0	32.0	35.0	40.0	28.0	35.0	40.0	27.0	442.7
07N	43E	25	30.0	40.0	40.0	29.0	40.0	38.0	40.0	40.0					35.0	40.0	39.0	38.0	449.0
07N	43E	36	33.0	40.0															73.0
07N	44E	19							8.1 L2		11.0	37.0 L3	38.0 L4	40.0	14.0	11.0	40.0	40.0	239.1
07N	44E	20							7.6	6.3	25.0	29.0	34.0	37.0			3.5		142.4
07N	44E	29			13.0	0.3	38.0	38.0	37.0	40.0	15.0	13.0			1.7	15.0			211.0

Total Acres: 2,936.5

Conditions of Approval

1. Rights 22-7196, 22-7256, 22-13329 and 22-14308 when combined shall not exceed a total diversion rate of 13.40 cfs and the irrigation of 2,936.5 acres.
2. This right shall not be used if water rights 22-7196, 22-7256, or 22-13329 are sold, transferred, leased, or used on any other place of use. This right may not be sold, transferred, leased, or used on any other place of use that does not have an existing water right.

SCANNED
JUN 27 2023

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 22-14308

3. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
6. The diversion and use of water described in this right may be subject to additional conditions and limitations agreed to by the protestant and the right holder under a separate agreement (Teton County Instrument #252389) to which the Department is not a party. Because the Department is not a party, the Department is not responsible for enforcement of any aspect of the agreement not specifically addressed in other conditions herein. Enforcement of those portions of the agreement not specifically addressed in other conditions shall be the responsibility of the protestant and the water right holder.
7. Place of use does not include federal public lands unless authorized in writing by the United States Bureau of Reclamation.
8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Idaho Code § 42-219. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 26th day of June, 2023.

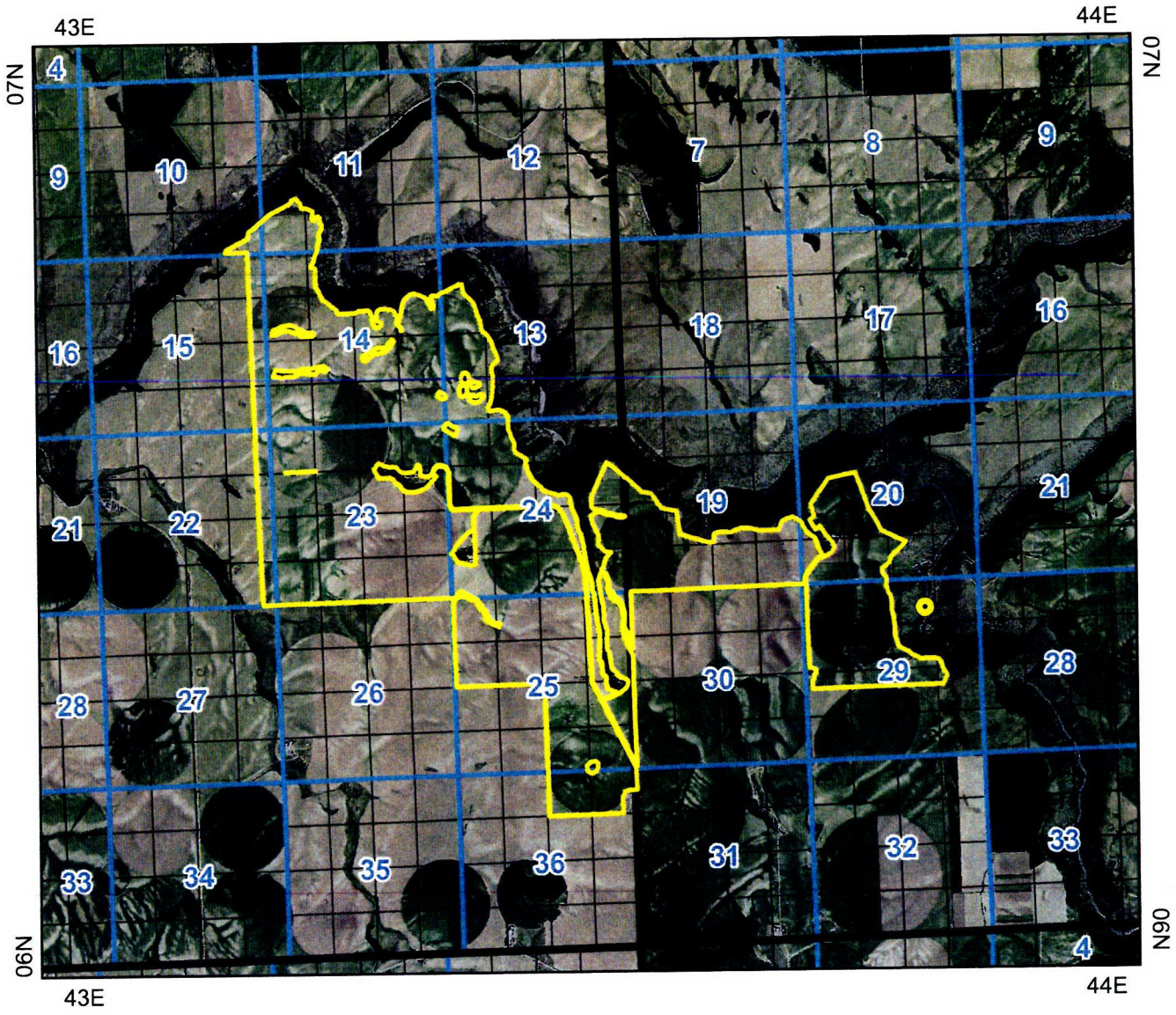
JAMES CEFALO
Eastern Regional Manager

SCANNED
JUN 27 2023

State of Idaho
Department of Water Resources

Water Right

22-14308



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JUN 27 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

June 26, 2023

KLB INC
C/O JOHN BROWN
PO BOX 579
REXBURG ID 83440

RE: License No. 22-14308

ISSUANCE OF LICENSE

Dear Water Right Holder:

The Department of Water Resources ("Department") has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review all the conditions of approval listed on your license. The conditions may include ongoing requirements, such as maintenance of a measuring device or implementation of mitigation, as well as information about how your water use may be administered, such as regulation by a watermaster in a water district.

The license is a PRELIMINARY ORDER issued by the Department pursuant to Rule 730 of the Department's Rules of Procedure (IDAPA 37.01.01.730). It can and will become a final order without further action by the Department unless a party petitions for reconsideration, files exceptions, or requests a hearing as described in the enclosed information sheet.

Also, 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. Water right forms are available from any office of the Department or on the Department's website at idwr.idaho.gov

If you have any questions concerning the enclosed information, please contact me at (208) 497-3784.

Sincerely,

James Cefalo
Eastern Regional Manager

Enclosure(s)

SCANNED
JUN 27 2023

CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2023, I served a true and correct copy of Water Right License No. 22-14308 by U.S. Mail, postage prepaid, to the following:

KLB INC
C/O JOHN BROWN
PO BOX 579
REXBURG ID 83440

WATER DISTRICT #01
ASSISTANT WATERMASTER WD01
900 N SKYLINE DR STE A
IDAHO FALLS ID 83402

Christina Henman
Administrative Asst. I

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JUN 27 2023

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

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. **Note: the petition must be received by the department within this fourteen (14) day period.** 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 Water Resource 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.

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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).

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 service date 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.

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JUN 27 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 22-14308
Exam Date: Various

Current Owner: KLB INC
C/O JOHN BROWN
PO BOX 579
REXBURG ID 83440

B. OVERLAP REVIEW

Point of Diversion from Teton River, identified as R&J Brown Pump (#13054111), is regulated by WD1.
Water rights 22-7196, 22-7256 and 22-13329 are all held by KLB Inc.
Teton River water right 22-7196 is diverted at the same POD.
Ground water rights 22-7256 and 22-13329 are injected into Teton River and re-diverted at the same POD.
Storage water from Fremont Madison Irrigation District delivered to the same POD.
Water rights 22-7196, 22-7256, 22-13329 and 22-14308 are limited to a combined diversion rate of 13.4 cfs.
Water rights 22-7196, 22-7256, 22-13329 and 22-14308 irrigate the same combined 2,936.5 acres.

C. DIVERSION AND DELIVERY SYSTEM

SOURCE: TETON RIVER tributary to: HENRYS FORK

POINT OF DIVERSION: SE¼ NW¼ NE¼, Sec. 29, Twp 07N, Rge 44E, B.M. TETON County

R&J Brown Pump is the historical point of diversion for rights 22-7196, 22-7256 and 22-13329.
The pump station has been regulated by Water District 1 for many years.

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	43E	10																11.0	11.0
07N	43E	11										2.2	38.0	10.0					50.2
07N	43E	13						0.8	29.0		4.8	40.0	35.0	5.2					114.8
07N	43E	14			21.0	32.0	6.7	40.0	36.0	29.6	39.0	36.0	40.0	40.0	40.0	37.0	40.0	39.0	476.3
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07N	43E	23	40.0	39.0	33.0	30.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	622.0
07N	43E	24			8.7	22.0	21.0	38.0	39.0	37.0	40.0	32.0	35.0	40.0	28.0	35.0	40.0	27.0	442.7
07N	43E	25	30.0	40.0	40.0	29.0	40.0	38.0	40.0	40.0					35.0	40.0	39.0	38.0	449.0
07N	43E	36	33.0	40.0															73.0
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07N	44E	20							7.6	6.3	25.0	29.0	34.0	37.0			3.5		142.4
07N	44E	29			13.0	0.3	38.0	38.0	37.0	40.0	15.0	13.0			1.7	15.0			211.0

Total Acres: 2,936.5

Place of use is identical to combined place of use for water rights 22-7196, 22-7256 and 22-13329

DELIVERY SYSTEM:

Water is diverted from Teton River by series of pumps into a common mainline (photo attached).
Water is pressurized through booster pumps at the top of canyon rim (photo attached).

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D. FLOW MEASUREMENTS

Point of diversion on Teton River is regulated by Water District 1.
Daily diversion records for R&J Brown Pump (#13054111) obtained from IDWR website.
Teton River diversion frequently exceeds the combined 13.4 cfs rate for all KLB Inc. rights.
R&J Brown pump is delivered storage from FMID for any diversions over Teton River rights.
In June 2019 and 2020, diversion exceeded 13.4 cfs when the ground water wells were off.
Water right 22-7196 makes up 1.0 cfs of this diversion, the remainder occurred under Permit 22-14308.
Water District 1 measurement records confirm diversion of full 12.4 cfs described in Permit 22-14308.
Right 22-14308 was not entered in accounting program in 2019/2020, so diversion is shown as storage use.

E. FLOW CALCULATIONS

No calculations needed. Data taken from Water District 1 records.

F. VOLUME CALCULATIONS

2936.5 acres x 3.5 af/acre = 10,300 acre-feet

12.4 cfs x 214 days x 1.9835 = 5,260 acre-feet << Volume to be used on license.

Diversion rate is the limiting factor for annual volume.
Combined diversion rate for all rights (13.4 cfs) is also the limiting factor for annual volume.

G. NARRATIVE/REMARKS/COMMENTS

KLB Inc., formerly Brown Company, diverts water from the Teton River for irrigation use. KLB's existing Teton River right (22-7196, 1.00 cfs) is fairly junior. In addition, KLB holds ground water rights 22-7256 and 22-12339, which discharge water directly into the Teton River in exchange for (to offset) KLB's out of priority diversions. KLB's existing rights are limited to a combined rate of 13.40 cfs. There are times when all water rights are being filled on the Teton River, but KLB would be charged storage if the exchange wells were not pumping. Application 22-14308 was filed to allow KLB to divert water from the Teton River, when all rights are filled on the river. In other words, KLB would not need to turn on its exchange wells if junior rights (including 22-14308) were available on the river. This would eliminate unnecessary ground water diversion. Water right 22-14308 is generally only deliverable in the early irrigation season. There were no physical changes to the system as a result of this permit or additional diversion rate developed above and beyond the 13.4 cfs described under existing water rights. The system already had the capacity to divert more than 13.40 cfs from the Teton River. Therefore, this exam could be performed using data from Water District 1.

Have conditions of permit approval been met? __X__ Yes _____ No

Point of diversion is equipped with lockable controlling works (power supply) and measuring device.
Permit holder provided evidence of legal access for the point of diversion and place of use.

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H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
IRRIGATION	04/01 to 10/31	12.40 CFS	**5,260 af**
	Totals:	**12.40 CFS**	**5,260 af**

2. Recommended Amendments

____ Change P.D. as reflected above ____ Add P.D. as reflected above __X__ None

____ Change P.U. as reflected above ____ Add P.U. as reflected above __X__ None

I. AUTHENTICATION James Cefalo

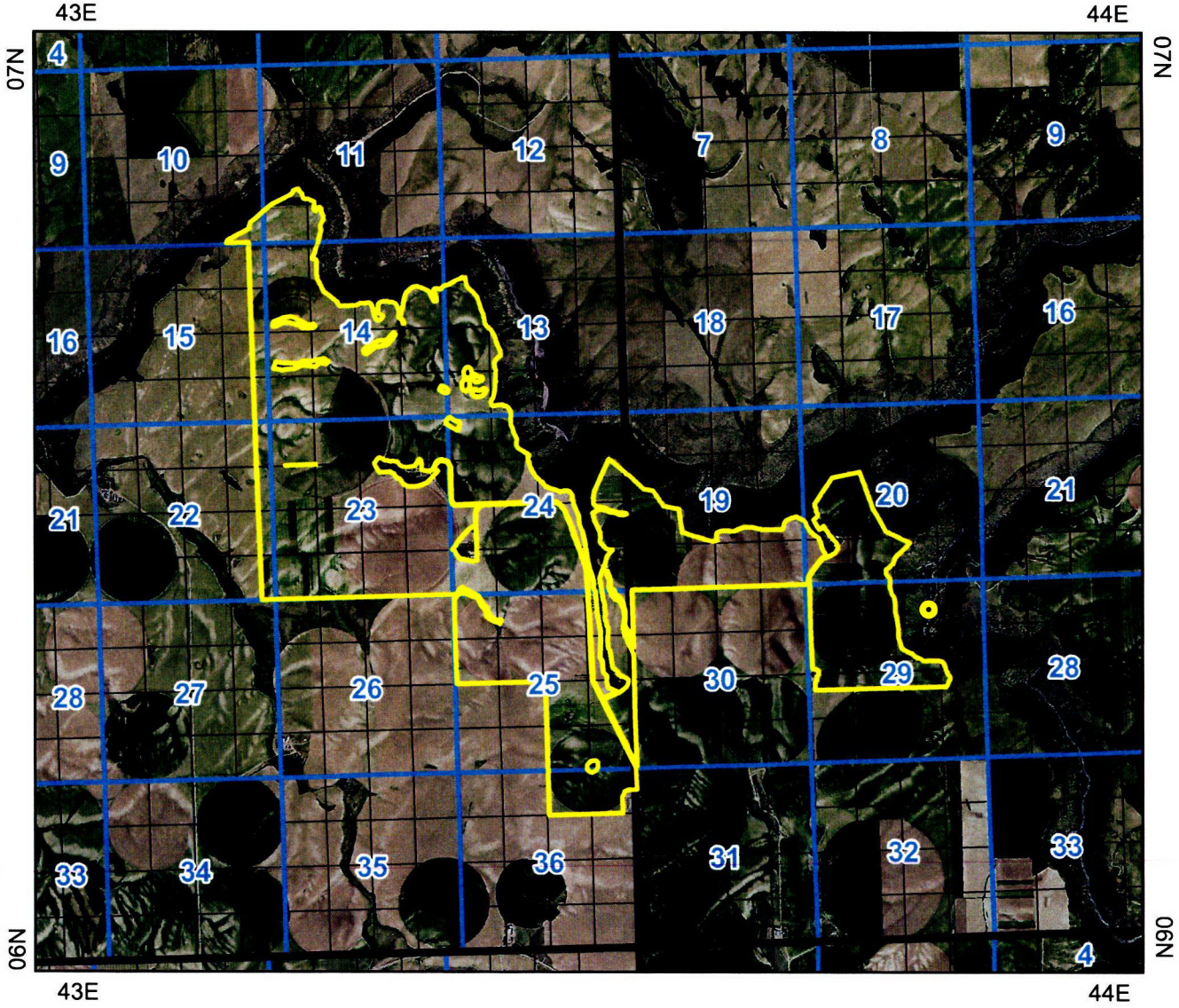
Field Examiner _____ Date 6/7/23

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JUN 27 2023

State of Idaho
Department of Water Resources

Water Right

22-14308

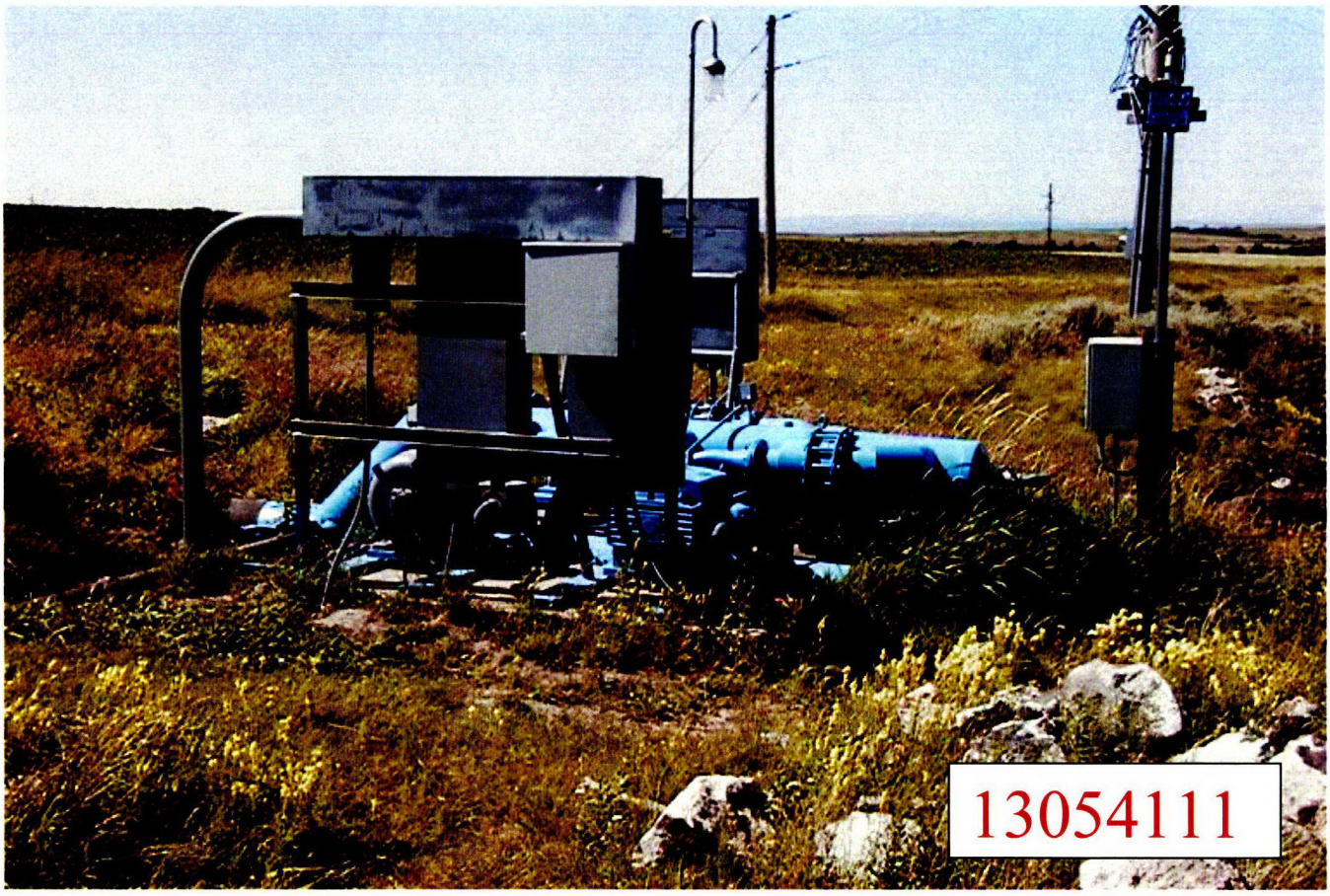


0 0.5 1 2 Miles

Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

N

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JUN 27 2023

Claim no. _____

Claimant Contact Log

Motors

Date	Remarks			Agent initials
	#7 West pump Vertical Motor	250 HP	ID# CC1010087	
	#6 Yellowstone High Thrust	250 HP	CC1010086	
	#5 General Electric Model 5K6286 H7UK	250 HP	ALS01104	
	#4 US Motor High Thrust	250 HP	R7258-04-358 R1001502	
	#3 US Motor High Thrust	350 HP	R7258-03-931 R8139917	
	#2 US Motor High Thrust	250 HP	R7258-04-405 R1002836	
	#1 US Motor High Thrust	250 HP	R7258-04-375 R1002032	

Pumps

#7 Pump	Layne & Bowler Vertline	2500 gpm	D24553	10"
6	Layne & Bowler Vertline	1400 gpm	D388996	10"
5	Peerless	1400 gpm	D1169-81	8"
4	Peerless	1400 gpm	D1169-81	8"
3	Peerless	1400 gpm	E93152	12"
2	Peerless	1400 gpm	E36161	12"
1	Peerless	1400 gpm	E39100	12"

West booster	60 hp	Baldor Motor	SN A15097V-55	80 psi
Middle "	200 hp	Westinghouse	SN 76C63282	110 psi
4 East Boosters SE	100 hp	USElectrica	SN 82-02929-907	75 psi
SW	100 Hp	(Century Baldor)	SN 7J- J7	
NE	100 hp	Baldor	SN C0004105 135	
NW	100 hp	Marathon	SN 92895-6/4-6	

(over page for remarks)

Exchange well GPST ag # A0013860 Back of electric meter
Well #2 Motor General Electric 150 h.p. Ser # LNB 1102125
pump vertline Ser # V77-71904 14" discharge open into
Teton River

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JUN 27 2023



GPS TAG # ACID 14287

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JUN 27 2023

16-FEB-2023

13054111 R & J BROWN PUMP

DAILY MEAN VALUES FOR FLOW IN CUBIC FEET PER SECOND, IRRIGATION YEAR, NOVEMBER 2016 To OCTOBER 2017

DAY	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1	--	--	--	--	0	0	0	18	19	17	2.5	0
2	--	--	--	--	0	0	0	16	19	17	1.5	0
3	--	--	--	--	0	0	0	8.5	20	17	1.3	0
4	--	--	--	--	0	0	0	0	20	18	0.7	0
5	--	--	--	--	0	0	0	8.2	20	18	0.8	0
6	--	--	--	--	0	0	0	15	20	15	2.7	0
7	--	--	--	--	0	0	0	15	19	12	2.2	0
8	--	--	--	--	0	0	0	19	19	11	2.3	0
9	--	--	--	--	0	0	0	19	20	11	2.1	0
10	--	--	--	--	0	0	0	19	20	12	0	0
11	--	--	--	--	0	0	0	14	19	8.4	0	0
12	--	--	--	--	0	0	0	0	19	6.9	0	0
13	--	--	--	--	0	0	0	0	19	0	0	0
14	--	--	--	--	0	0	0	0	19	0	0	0
15	--	--	--	--	0	0	0	0	19	0	0	0
16	--	--	--	--	0	0	0	0	19	0	0	0
17	--	--	--	--	0	0	0	0	20	0	0	0
18	--	--	--	--	0	0	0	0	19	1.7	0	0
19	--	--	--	--	0	0	0	14	18	1.7	0	0
20	--	--	--	--	0	0	0	19	18	1.3	0	0
21	--	--	--	--	0	0	0	19	19	2.5	0	0
22	--	--	--	--	0	0	0	18	19	4	0	0
23	--	--	--	--	0	0	0	18	19	2.5	0	0
24	--	--	--	--	0	0	0	17	19	1.6	0	0
25	--	--	--	--	0	0	7.1	18	19	1.7	0	0
26	--	--	--	--	0	0	11	18	18	1.5	0	0
27	--	--	--	--	0	0	10	18	18	3.1	0	0
28	--	--	--	--	0	0	4	19	19	2.2	0	0
29	--	--	--	--	0	0	6.2	18	19	1.7	0	0
30	--	--	--	--	0	0	17	19	19	2	0	0
31	--	--	--	--	0	--	17	--	16	1.6	--	0
TOTAL	--	--	--	--	0.00	0.00	72.00	364.90	589.60	191.60	16.10	0.00
MEAN	--	--	--	--	0.0	0.0	2.3	12	19	6.2	0.5	0.0
MAX	--	--	--	--	0	0	16.8	19.4	19.8	18	2.7	0
MIN	--	--	--	--	0	0	0	0	16.4	0	0	0
AC-FT	--	--	--	--	0.0	0.0	143	724	1169	380	32	0.0

IRRIGATION YEAR 2017 TOTAL 1234 MEAN 8 AC-FT 2448

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JUN 27 2023

16-FEB-2023

13054111 R & J BROWN PUMP

DAILY MEAN VALUES FOR FLOW IN CUBIC FEET PER SECOND, IRRIGATION YEAR, NOVEMBER 2018 To OCTOBER 2019

DAY	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1	0	--	--	--	--	0	0	0	17	19	2	0
2	--	--	--	--	--	0	0	0	17	17	2.8	0
3	--	--	--	--	--	0	0	0	13	16	0.69	0
4	--	--	--	--	--	0	0	0	13	17	0.99	0
5	--	--	--	--	--	0	0	0.85	17	18	0.38	0
6	--	--	--	--	--	0	0	6.9	17	17	0.14	0
7	--	--	--	--	--	0	0	10	17	18	0	0
8	--	--	--	--	--	0	0	4.8	17	18	0	0
9	--	--	--	--	--	0	0	0	17	16	0	0
10	--	--	--	--	--	0	0	0	17	14	0	0
11	--	--	--	--	--	0	0	0	18	8	0	0
12	--	--	--	--	--	0	0	7.3	18	1.9	0	0
13	--	--	--	--	--	0	0	14	18	4.6	0	0
14	--	--	--	--	--	0	0	17	21	3.6	0	0
15	--	--	--	--	--	0	0	18	20	2	0	0
16	--	--	--	--	--	0	0	18	20	4.4	0	0
17	--	--	--	--	--	0	0	18	20	6.7	0	0
18	--	--	--	--	--	0	0	18	20	4.7	0	0
19	--	--	--	--	--	0	0	18	20	5.7	1.3	0
20	--	--	--	--	--	0	0	18	20	3.1	3.4	0
21	--	--	--	--	--	0	0	18	20	2.7	0	0
22	--	--	--	--	--	0	0	18	20	2	0	0
23	--	--	--	--	--	0	0	18	19	2.6	0	0
24	--	--	--	--	--	0	0	18	19	2.1	0	0
25	--	--	--	--	--	0	0	17	20	1	0	0
26	--	--	--	--	--	0	0	18	20	5.7	0	0
27	--	--	--	--	--	0	0	18	19	3.2	0	0
28	--	--	--	--	--	0	0	18	19	1.5	0	0
29	--	--	--	--	--	0	0	18	20	2.9	0	0
30	--	--	--	--	--	0	0	18	20	1.9	0	0
31	--	--	--	--	--	--	0	--	20	0.35	--	0
TOTAL	0.00	--	--	--	--	0.00	0.00	347.85	573.00	240.64	11.70	0.00
MEAN	0.0	--	--	--	--	0.0	0.0	12	18	7.8	0.4	0.0
MAX	0	--	--	--	--	0	0	18	21	19	3.4	0
MIN	0	--	--	--	--	0	0	0	13	0.35	0	0
AC-FT	0.0	--	--	--	--	0.0	0.0	690	1137	477	23	0.0

IRRIGATION YEAR 2019 TOTAL 1173 MEAN 10 AC-FT 2327

JUN 27 2023 SCANNED

16-FEB-2023

13054111 R & J BROWN PUMP

DAILY MEAN VALUES FOR FLOW IN CUBIC FEET PER SECOND, IRRIGATION YEAR, NOVEMBER 2019 To OCTOBER 2020

DAY	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1	--	--	--	--	--	0	0	2.3	0	15	2.8	0
2	--	--	--	--	--	0	0	8	3.2	11	3	2.2
3	--	--	--	--	--	0	0	16	10	14	0.85	3.4
4	--	--	--	--	--	0	0	18	13	12	0	3.3
5	--	--	--	--	0	0	0	17	17	13	0	7.8
6	--	--	--	--	0	0	0	12	20	16	1.3	4.5
7	--	--	--	--	0	0	0	0	21	16	2.4	0
8	--	--	--	--	0	0	0	0	20	14	0	1.4
9	--	--	--	--	0	0	0	0	21	11	0	0
10	--	--	--	--	0	0	0	0	20	9.4	0	0
11	--	--	--	--	0	0	0	9.2	20	9	0	0
12	--	--	--	--	0	0	0	15	21	7.5	0	0
13	--	--	--	--	0	0	0	15	20	9.9	0	0
14	--	--	--	--	0	0	0	16	19	3.6	0.76	0
15	--	--	--	--	0	0	1.8	16	20	4.9	1.9	0
16	--	--	--	--	0	0	0	15	20	7.7	1.7	0
17	--	--	--	--	0	0	0	14	20	8.2	2.9	0
18	--	--	--	--	0	0	0	6.7	20	6.6	4.5	0
19	--	--	--	--	0	0	0	1	20	7.3	3.4	0
20	--	--	--	--	0	0	0	1.2	19	8.2	0	0
21	--	--	--	--	0	0	0	3.2	21	8.4	0.63	0
22	--	--	--	--	0	0	0	12	20	6.6	3	0
23	--	--	--	--	0	0	0	17	19	0	1.7	0
24	--	--	--	--	0	0	0	19	17	1.7	0	0
25	--	--	--	--	0	0	0	18	15	6.4	0	0
26	--	--	--	--	0	0	0	19	11	6.3	0	0
27	--	--	--	--	0	0	0	19	16	1.1	0	0
28	--	--	--	--	0	0	0	19	14	0	1.1	0
29	--	--	--	--	0	0	0	11	13	0	2	0
30	--	--	--	--	0	0	0	0	16	0	2.8	0
31	--	--	--	--	0	--	0	--	14	1.2	--	0
TOTAL	--	--	--	--	0.00	0.00	1.84	321.83	519.07	235.65	36.57	22.46
MEAN	--	--	--	--	0.0	0.0	0.1	11	17	7.6	1.2	0.7
MAX	--	--	--	--	0	0	1.84	19.15	20.84	16.24	4.49	7.79
MIN	--	--	--	--	0	0	0	0	0	0	0	0
AC-FT	--	--	--	--	0.0	0.0	3.6	638	1030	467	73	45

IRRIGATION YEAR 2020 TOTAL 1137 MEAN 6 AC-FT 2256

SCANNED JUN 27 2023

WATER DISTRICT 01 - SNAKE RIVER FLOW ACCOUNTING (VER 2.1.2.29) - Jun 19, 2019 20200313

	REACH FLOWS IN CFS		ACTUAL DATE	NATURAL FLOW	ACTUAL FLOW	RMAINING NAT FLOW	PWR&EXCH FLOW	STORED FLOW	RESRVOIR EVAP	NATURAL FLOW DIV	TOTAL RCH DIV	REACH GAIN	LAST RIGHT
1	TO MORAN		Jun 14	5826.	3970.	5826.	0.	-1856.	0.	0.	0.	5826.	20140501
33	MORAN TO ALPINE		Jun 14	18356.	16500.	18356.	0.	-1856.	0.	0.	0.	12530.	20140501
34	SALT RIVER ABV RES		Jun 14	1900.	1900.	1900.	0.	0.	0.	0.	0.	1900.	20140501
35	GREYS RIVER ABV RES		Jun 14	2270.	2270.	2270.	0.	0.	0.	0.	0.	2270.	20140501
2	ALPINE TO IRWIN		Jun 15	24313.	13600.	14016.	0.	-416.	143.	10298.	0.	1787.	20140501
3	IRWIN TO HEISE		Jun 15	24671.	13900.	14316.	0.	-416.	0.	58.	58.	358.	20140501
4	HEISE TO BLW DRY BED	*	Jun 15	24671.	8039.	9202.	0.	-1163.	0.	5114.	5118.	0.	20140501
32	BLW DRY BED TO LORENZO		Jun 15	24344.	7050.	8150.	0.	-1100.	0.	724.	729.	-327.	20140501
11	TO HENRYS LAKE		Jun 12	134.	110.	134.	0.	-24.	0.	0.	0.	134.	20140501
12	HENRYS L TO ISLAND PARK		Jun 13	1075.	988.	1075.	0.	-87.	0.	0.	0.	941.	20140501
13	ISLAND PARK TO ASHTON		Jun 14	2073.	1980.	2067.	0.	-87.	0.	6.	6.	998.	20140501
30	ASHTON TO AB FALLS RIVER	*	Jun 14	2073.	1976.	2063.	0.	-87.	0.	4.	4.	0.	20140501
14	TO GRASSY LAKE		Jun 14	33.	36.	0.	0.	36.	0.	33.	0.	33.	19360213
15	GRASSY LK TO ABV YELLOW		Jun 14	2807.	2810.	2774.	0.	36.	0.	0.	0.	2774.	20140501
16	ABV YELLOW TO CHESTER		Jun 14	2828.	2390.	2357.	0.	33.	0.	439.	441.	21.	20140501
17	AB FALLS R TO ST ANTHONY		Jun 14	5004.	3410.	3666.	0.	-256.	0.	858.	1009.	104.	20140501
10	ST ANTHONY TO AB NF TETN	*	Jun 14	5004.	2722.	2978.	0.	-256.	0.	688.	688.	0.	20140501
18	AB S LEIGH TO ST ANTHONY		Jun 14	2585.	2570.	2463.	0.	107.	0.	122.	147.	2585.	20140501
19	ST ANTH TO TETON FORKS		Jun 14	2493.	1657.	1551.	0.	106.	0.	820.	821.	-92.	20140501
47	TETON FORKS TO MOUTH	*	Jun 14	2493.	1599.	1493.	0.	106.	0.	58.	58.	0.	20140501
20	AB NF TETN TO REXBURG		Jun 15	7796.	4620.	4770.	0.	-150.	0.	0.	0.	299.	20140501
21	LORENZO TO MENAN		Jun 15	32220.	11400.	13000.	0.	-1600.	0.	0.	0.	80.	20140501
5	MENAN TO NR IDAHO FALLS		Jun 15	32142.	10100.	11404.	0.	-1304.	0.	1518.	1518.	-78.	20140501
36	NR ID FALLS TO AB WLW CR	*	Jun 15	32142.	9817.	11121.	0.	-1304.	0.	284.	283.	0.	20140501
23	WILLOW CRK BLW TEX CREEK		Jun 15	199.	199.	199.	0.	0.	0.	0.	0.	199.	20140501
24	BLW TEX CREEK TO NR RIRI		Jun 15	199.	212.	199.	0.	13.	17.	0.	0.	0.	20140501
25	NR RIRIE TO FDWY NR UCON		Jun 15	190.	157.	155.	0.	2.	0.	35.	770.	-9.	20140501
28	FDWY NR UCON TO END	*	Jun 15	190.	157.	155.	0.	2.	0.	0.	0.	0.	20140501
31	WILLOW CRK TO SHELLEY		Jun 16	32638.	10500.	11032.	0.	-532.	0.	550.	550.	306.	20140501
6	SHELLEY TO AT BLACKFOOT		Jun 16	32226.	7350.	8057.	-78.	-707.	0.	2486.	2486.	-412.	20140501
22	AT BLKFOOT TO BLW BLKFT	*	Jun 16	32226.	7197.	7904.	0.	-707.	0.	153.	153.	0.	20140501
38	BLW BLKFT TO NR BLKFOOT		Jun 17	32738.	8000.	8416.	0.	-416.	0.	0.	0.	512.	20140501
39	PORTNUEF R AT POCATELLO		Jun 17	406.	406.	406.	0.	0.	0.	0.	0.	406.	20140501
7	NR BLACKFOOT TO NEELEY		Jun 18	35124.	11400.	10700.	0.	701.	89.	102.	187.	1980.	20140501
8	NEELEY TO MINIDOKA		Jun 18	35050.	8170.	8053.	43.	117.	103.	2616.	2618.	-74.	20140501
9	MINIDOKA TO MILNER		Jun 19	35583.	988.	0.	35.	988.	0.	8622.	8625.	534.	20140501
		* - INDICATES FLOW ESTIMATED, NOT MEASURED							TOTALS	35583.	26268.	35583.	

	RESERVOIR	PREVIOUS AF	CURRNT AF	CHNG CFS	ACCRD CFS	TOTAL AF	EVAP AF
1	JACKSON LAKE	794497.0	800552.0	3052.7	0.0	847000.0	0.0
2	PALISADES	1060419.0	1076975.0	8346.9	10297.7	1675408.1	2125.8
3	HENRYS LAKE	91990.0	92190.0	100.8	0.0	90000.0	0.0
4	ISLAND PARK	134551.0	134468.0	-41.8	0.0	135000.0	603.6
5	GRASSY LAKE	15200.0	15200.0	0.0	32.6	15175.4	0.0
6	RIRIE	81065.0	80987.0	-39.3	0.0	80500.0	337.1
7	AMERICAN FALLS	1627600.0	1624108.0	-1760.5	0.0	1672590.0	2105.9
8	LAKE WALCOTT	91571.0	91571.0	0.0	0.0	95200.0	2558.5
9	LAKE MILNER	37410.0	38590.0	594.9	0.0	0.0	0.0
	TOTAL	3934303.0	3954641.0	10253.6	10330.3	4610873.5	7730.9

	CHANGE IN CONTENT	STORAGE DIVERTED	STO PAST MILNER	TOTAL STORED	ADDT'L STORED	AM FALLS GAIN DIFF
YEAR-TO-DATE AF	325774.0	3264.0	550050.3	4610874.0	37000.0	-2628.3

PRIORITY	RESERVOIR	AF RIGHT	AF STORED
1	JACKSON LAKE 1906	298981.0	298981.0
2	LAKE WALCOTT	95200.0	95200.0
3	JACKSON LAKE 1910	138829.0	138829.0
4	JACKSON LAKE 1913	409190.0	409190.0
5	HENRYS LAKE 1917	79350.0	79350.0
6	PALISADES WWS	259600.0	259600.0
7	ISLAND PARK 1921	45000.0	45000.0
8	AMERICAN FLS WWS	156830.0	156830.0
9	AMERICAN FALLS	1515760.0	1515760.0
10	ISLAND PARK 1935	90000.0	90000.0
11	GRASSY LAKE	15204.0	15175.4
12	PALISADES 1939	940400.0	940400.0
13	HENRYS LAKE 1965	10650.0	10650.0
14	RIRIE	80500.0	80500.0
15	PALISADES PWRHD	157000.0	157000.0
16	RENTAL LTF	0.0	0.0

SCANNED JUN 27 2023

DIVERSION DATA - Jun 19, 2019 20200313

	DIVERSION	CFS DIVN	CFS STOR	AF USED	AF RMNG		DIVERSION	CFS DIVN	CFS STOR	AF USED	AF RMNG		DIVERSION	CFS DIVN	CFS STOR	AF USED	AF RMNG
1	P BYRD	0	0	0	0	116	ATCHLEY PMPS (9E	0	0	0	0	231	L CARLSON N (4B)	0	0	0	0
2	BOY SCOUT PUMP	0	0	0	0	117	MARYSVILLE (9A)	37	0	0	0	232	B TOMCHAK #2	1	0	0	0
3	A ROSTAD	0	0	0	0	118	F & L GRIFFEL	0	0	0	0	233	L CARLSON S (4C)	0	0	0	0
4	R ROSE	0	0	0	0	119	R BAUM	0	0	0	0	234	H BROWN	1	0	0	0
5	PALISADES CANAL	56	0	0	0	120	ORME PLACE	0	0	0	0	235	OSGOOD GR PMP	0	0	0	0
6	J FLEMING	0	0	0	0	121	G/6 (9F)	0	0	0	0	236	KINGSTON NTH	0	0	0	0
7	MERT OGDEN	0	0	0	0	122	FARMERS OWN (11A	19	0	0	0	237	G OFFUT (4D)	0	0	0	0
8	LYNN DIXON	0	0	8	-8	123	W SCAFE	0	0	0	0	238	KINGSTON STH	0	0	0	0
9	J CHICK	0	0	0	0	124	R STURM #2 (9G)	0	0	0	0	239	BEAR ISL NORTH	0	0	0	0
10	L JACOBSON	1	0	0	0	125	R STURM #1 (9H)	0	0	0	0	240	BEAR ISL WEST	0	0	5	-5
11	I SPAULDING	0	0	0	0	126	M GRIFFEL	0	0	0	0	241	OSGOOD	67	0	0	0
12	B FOSTER	1	0	0	0	127	L LOOSLI #2	1	1	31	-31	242	CLEMENTS	1	0	0	0
13	ANDERSON (1A)	412	0	0	0	128	C MALOUF	0	0	0	0	243	KENNEDY	8	0	0	0
14	M & M CATTLE	0	0	8	-8	129	CONANT CNL (12A)	6	0	0	0	244	GREAT WEST (21A)	357	0	0	0
15	M NEWBY #1 (2A)	0	0	0	0	130	K NYBORG	3	0	0	0	245	L HANSEN E (4E)	0	0	0	0
16	M NEWBY #2 (2B)	0	0	0	0	131	BOOM CR CNL (13A	0	0	0	0	246	A ZOHNER	0	0	0	0
17	M NEWBY #3 (2C)	4	0	0	0	132	ORME CANAL	0	0	0	0	247	M BOAM (4F)	0	0	0	0
18	EAGLE ROCK (1B)	599	0	0	0	133	SQUIR PMP 3 (14A	0	0	0	0	248	R MACKAY (4G)	0	0	0	0
19	FARMERS FRIEND	471	0	3	-3	134	L ORME PUMP	1	0	0	0	249	IDAHO (33A)	840	0	0	0
20	ENTERPRIZE	205	0	0	0	135	HARSHBARGER (13B	1	0	0	0	250	MORTIMER PU (33B	0	0	0	0
21	C HICKMAN	0	0	0	0	136	SQUIR PMP 1 (14B	0	0	0	0	251	PORTER (21B)	283	0	0	0
22	BUTLER ISLAND	40	0	0	0	137	D ZUNDELL (12B)	0	0	0	0	252	LOERTSCHER	0	0	0	0
23	ROSS AND RAND	3	0	0	0	138	L LOOSLI #3 (15A	1	0	0	0	253	BOYD FOSTER	8	0	10	-10
24	HARRISON	444	0	0	0	139	L LOOSLI #4 (15B	0	0	0	0	254	CENTURY HOLDING	10	10	142	-142
25	G SCOTT #1 (3A)	1	0	0	0	140	D BUDGE	0	0	0	0	255	SCHWENDIMAN	0	0	0	0
26	J BROWN	0	0	0	0	141	J HILL (12C)	0	0	0	0	256	LOVELL # 1	3	0	0	0
27	G SCOTT #2 (3B)	0	0	0	0	142	D REYNOLDS	3	0	0	0	257	FERGUSON	3	0	0	0
28	SUBDIV PUMP	0	0	0	0	143	C LOOSLI	1	1	31	-31	258	LOVELL # 2	2	0	0	0
29	RUDY	230	0	272	-272	144	T POTTER	1	0	0	0	259	W REED #1	1	0	0	0
30	LOWDER SLOUGH	48	0	0	0	145	ENTERPRISE	82	0	0	0	260	SARGENT & SUMMRS	1	0	0	0
31	KITE & NORD	4	0	0	0	146	R D MILLER	0	0	0	0	261	DURTSCHI PUMPS	2	0	0	0
32	BURGESS (4A)	976	0	0	0	147	C ATCHLEY (9I)	0	0	0	0	262	W REED #2	0	0	0	0
33	M H HILL	1	0	0	0	148	W C DAVIS	0	0	0	0	263	FOSTER-SARGENT P	0	0	0	0
34	CLARK & ED (5A)	71	0	0	0	149	FALL R CNL (16A)	141	0	0	0	264	SPERRY	0	0	0	0
35	CROFT	1	0	12	-12	150	CHESTER	83	0	0	0	265	BRINKERHOFF	0	0	0	0
36	J EDWARDS (5D)	0	0	0	0	151	MCBEE	2	0	0	0	266	ORVAL AVERY	2	0	0	0
37	G HOLMAN	0	0	0	0	152	SILKEY	14	0	0	0	267	ROY AVERY	18	0	0	0
38	G MUMA	0	0	3	-3	153	CURR	41	0	1	-1	268	STUCKI PUMPS	0	0	0	0
39	EAST LABELLE	123	0	0	0	154	RLF PUMP	0	0	14	-14	269	SCHWENDIMAN # 2	11	0	0	0
40	B GROVER (5B)	0	0	0	0	155	L LOOSLI #5	0	0	0	0	270	ORVAL AVERY PUMP	1	0	0	0
41	RIGBY	185	0	0	0	156	G BLANCHARD	0	0	0	0	271	ROY COOPER SAND	7	0	0	0
42	K FOSTER (5C)	0	0	0	0	157	LAST CHANCE	1	0	0	0	272	ROY COOPER WILL	0	0	0	0
43	WHITE ISLAND	0	0	3	-3	158	CROSSCUT TO TETN	152	20	487	-487	273	D KEELER	4	0	0	0
44	DILTS LAT (6B)	0	0	0	0	159	XCUT FALL R (16B	97	0	0	0	274	PROGRESSIVE SAND	518	0	0	0
45	DILTS (6A)	15	0	0	0	160	FARMERS FRIEND	87	0	0	0	275	BEAN	5	0	0	0
46	ISLAND (30A)	206	0	0	0	161	TWIN GROVES	77	0	0	0	276	W & O COOPER	0	0	0	0
47	W LAB & LG I (7A	570	0	0	0	162	ST ANTH U (17A)	318	0	0	0	277	IDAHO FR SAND CK	0	0	0	0
48	PARKS & LEWSVLLE	430	0	3	-3	163	SALEM UNION CANA	277	0	0	0	278	DEMICK	0	0	0	0
49	NORTH RIGBY	71	0	0	0	164	EGIN	250	0	0	0	279	PROGRESSIVE WILL	174	0	0	0
50	WHITE DITCH (7B)	2	0	0	0	165	ST AN U FDR (17B	46	0	0	0	280	IF MONROC LYONS	1	0	0	0
51	D PHILLIPS	0	0	0	0	166	INDEPENDENT	139	0	0	0	281	WOODVILLE (22A)	46	0	0	0
52	VON BARON	0	0	0	0	167	CONSOLIDATED FRS	253	0	0	0	282	WOODVL PMP1 (22B	0	0	0	0
53	BRAMWELL (8A)	0	0	0	0	168	SOUTH PIPE (31A)	10	0	0	0	283	WOODVL PMP2 (22C	0	0	0	0
54	ELLIS (30B)	0	0	0	0	169	J RICKS (31B)	2	0	0	0	284	WOODVL SIPH (22D	9	0	0	0
55	FRESH PAC (8B)	2	0	0	0	170	BOELKE (31C)	4	0	0	0	285	IDAHO PUMP	0	0	2	-2
56	J T JONES	0	0	6	-6	171	CLEMENTSVLL (31D	9	0	0	0	286	SNAKE R VY (23A)	494	0	0	0
57	C JONES	1	1	14	-14	172	HIBBERT FARMS	0	0	0	0	287	A CORBETT	0	0	0	0
58	A ZOHNER (7D)	0	0	0	0	173	R & J BROWN	17	16	107	-107	288	P HILL (23B)	0	0	0	0

SCANNED
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59	W DABELL (7E)	0	0	0	0	174	P L STOTT	0	0	0	0	289	RESERV MITIG	0	0	0	0
60	D STOKER (7C)	0	0	0	0	175	B PARKINSON	18	0	14	-14	290	RESERVATION	0	0	0	0
61	SKAAR PUMP	3	3	74	-74	176	CANYON CR CANAL	0	0	0	0	291	OXBOW	0	0	0	0
62	J N ERICKSON	0	0	0	0	177	LINDERMAN (31E)	25	0	0	0	292	BLACKFOOT	338	0	0	0
63	MATTSON-CRAIG	9	0	0	0	178	G CRAPO	1	0	0	0	293	NEW LAVASDE (24A	100	0	0	0
64	SUNNYDELL (29A)	151	0	0	0	179	P STEVENS	18	5	146	-146	294	ADAMS SOUTH (25B	0	0	0	0
65	B COVINGTON	6	0	0	0	180	V SCHWENDIMAN	21	3	6	-6	295	ADAMS NORTH (25C	0	0	0	0
66	T PARKINSON	0	0	0	0	181	R B RICKS	0	0	2	-2	296	PEOPLES (25A)	262	0	0	0
67	R GROVER	3	3	29	-29	182	CANYON CR LAT	19	0	0	0	297	ABERDEEN	1267	0	0	0
68	BYBEE PUMP (29B)	0	0	0	0	183	SIDDOWAY SHEEP C	1	0	0	0	298	SWID (+)	0	0	0	0
69	D CHENEY	0	0	0	0	184	H BISCHOFF	0	0	0	0	299	CORBETT	144	0	0	0
70	L ROBINSON	1	0	0	0	185	WILFORD	115	0	0	0	300	NIELSON-HANSEN	7	0	0	0
71	LENROOT	113	0	0	0	186	D ALLEN (18B)	1	0	0	0	301	R LAMBERT (26B)	0	0	0	0
72	R BURNS	0	0	4	-4	187	B TUCKER (18C)	0	0	0	0	302	LAVASD PMPS (24B	0	0	0	0
73	REID	174	0	0	0	188	B PARKER (18D)	0	0	0	0	303	RIVERSIDE (26A)	115	0	0	0
74	TEXAS & LIBRTY P	231	0	0	0	189	SIDWY PMP (18E)	0	0	0	0	304	DANSKIN	156	0	0	0
75	BANNOCK JIM	17	0	0	0	190	MCKINNLEY (18F)	1	0	0	0	305	TREGO	59	0	0	0
76	HILL PETTINGER	15	2	36	-36	191	TETON IRRIG (18A	36	0	0	0	306	JENSEN GROVE	37	0	0	0
77	NELSON COREY	7	0	0	0	192	SIDDOWAY (18G)	4	0	0	0	307	WEARYRICK	47	0	0	0
78	L HILL	2	0	0	0	193	PIONEER	9	0	0	0	308	WADSWORTH (32A)	0	0	0	0
79	G MAROTZ	0	0	0	0	194	STEWART	11	0	0	0	309	WADSWORTH (32B)	0	0	0	0
80	N FK HIGHLANDS	0	0	0	0	195	N BIRCH	0	0	0	0	310	WATSON	75	0	0	0
81	F HOWELL	0	0	0	0	196	B LEAVITT	0	0	0	0	311	PARSONS	30	0	0	0
82	S BOLLAERT	0	0	0	0	197	PINCOCK-BYINGTON	8	0	0	0	312	FT HALL MICHAUD	85	85	1606	-1606
83	F VANDERSLOOT #1	0	0	0	0	198	B HOLLIST	0	0	0	0	313	FALLS IRRIGATION	102	0	0	0
84	F VANDERSLOOT #2	0	0	0	0	199	TETON ISLAND FDR	447	0	0	0	314	M OSBORN	0	0	0	0
85	F VANDERSLOOT #3	0	0	0	0	200	SALEM UNION B	2	0	0	0	315	CALL FARMS	12	0	0	0
86	T HOLCOMB	1	0	0	0	201	J HARRIS	0	0	1	-1	316	R EVANS	2	2	26	-26
87	R LEE	0	0	0	0	202	ROXANA	21	0	0	0	317	MINIDOKA N (27A)	1281	0	0	0
88	Z EGBERT #1 (9B)	0	0	0	0	203	ISLAND WARD	11	0	0	0	318	MINIDOKA S (27B)	1322	0	0	0
89	R RITCHEY	0	0	0	0	204	SAUREY	26	0	0	0	319	LHC PROP	0	0	8	-8
90	N MILLER #1 (10A	0	0	0	0	205	PINCOCK-GARNER	0	0	0	0	320	L LEBSACK	0	0	6	-6
91	N MILLER #2 (10B	0	0	0	0	206	GARDNER-BEDDES	0	0	0	0	321	MID MISC	1	1	17	-17
92	Z EGBERT #2	0	0	0	0	207	BIGLER SLOUGH	3	1	43	-43	322	MILNER MISC	1	1	19	-19
93	R D BAKER	0	0	0	0	208	WDMANSE-JSN (19A	14	0	0	0	323	LAW-KER FARMS	0	0	3	-3
94	D PHELPS (9C)	0	0	0	0	209	G GODFREY	0	0	0	0	324	BURLEY GC	1	1	31	-31
95	D SEELEY	0	0	0	0	210	R R RICKS	2	0	0	0	325	CITY OF BURLEY	1	0	0	0
96	Z EGBERT #3 (9D)	0	0	0	0	211	CITY OF REXBURG	14	0	0	0	326	SIMPLOT FTLZR	0	0	0	0
97	Z EGBERT #4	0	0	0	0	212	T BRUNSON (19B)	0	0	0	0	327	AMALGA SUGAR	0	0	0	0
98	Z EGBERT #5	0	0	0	0	213	J S WRIGHT	0	0	0	0	328	R TILLEY PUMP	0	0	3	-3
99	G NEDROW	1	0	0	0	214	REXBURG IRRIG	154	0	0	0	329	MILLERCOORS	2	1	16	-16
100	BAKER & NEDROW	0	0	0	0	215	BEAVER DICK PMP	0	0	0	0	330	K SANDMANN	0	0	0	0
101	M REYNOLDS #1	1	0	0	0	216	L A HARTERT (20B	0	0	0	0	331	H SCHODDE	0	0	0	0
102	R & C BAUM	2	1	11	-11	217	A GUNDERSON (20C	0	0	0	0	332	PR ENT #1	1	0	0	0
103	J MCCULLOCH	1	0	0	0	218	MILLER-BARN (20D	0	0	0	0	333	PR ENT #2	0	0	0	0
104	M REYNOLDS #2	1	0	0	0	219	BUTTE SLOUG (20E	0	0	0	0	334	SWID PUMPS	98	0	0	0
105	A NEDROW #1	0	0	0	0	220	BUTTE-MKT L (20A	204	0	0	0	335	P HOBSON	0	0	0	0
106	A NEDROW #2	0	0	0	0	221	BEAR TRAP	39	0	0	0	336	V HOBSON	1	0	0	0
107	J NEDROW	2	0	0	0	222	WALKER FARMS	0	0	0	0	337	A & B IRR DIST	248	0	0	0
108	V & D KIRKHAM	0	0	0	0	223	M TOMCHAK	0	0	0	0	338	PA LATERAL (28B)	0	0	0	0
109	D NEDROW	0	0	0	0	224	A WILDE PUMP	0	0	3	-3	339	MILNER IRRIG	262	0	0	0
110	L FRANSEN (11B)	0	0	0	0	225	K ALBERTSON	0	0	0	0	340	A LATERAL (28C)	0	0	0	0
111	L BRATT	0	0	0	0	226	N FULLMER	0	0	0	0	341	J BRUNE (28D)	1	0	0	0
112	L LOOSLI #1	0	0	0	0	227	D BOYCE	0	0	0	0	342	NS XCUT (28E)	946	0	0	0
113	DEWEY	1	0	0	0	228	B TOMCHAK #1	0	0	0	0	343	RES DIST #2	1355	0	0	0
114	J SEELEY	0	0	0	0	229	B TOMCHAK #3	0	0	0	0	344	NORTHSDE TF (28A	2292	0	0	0
115	YELLOWSTONE	5	0	0	0	230	STIENKE-MURDOCK	0	0	0	0	345	TWIN FALLS SOUTH	3415	0	0	0

NOTE: DIVERSIONS WITH NUMBER AND LETTER IN PARENTHESES AFTER THE NAME INDICATE NATURAL FLOW AND STORAGE USE IS COMBINED AND REPORTED UNDER THE IDENTICALLY NUMBERED CANAL WITH LETTER "A". FOR EXAMPLE, NEWBY #2 (2B) AND NEWBY #3 (2C) ARE REPORTED UNDER NEWBY #1 (2A).

(+) SWID NATURAL FLOW MAY BE COMBINED WITH SWID PUMPS, MILNER IRRIG DIST, BURLEY IRRIG DIST, AND TWIN FALLS SOUTH.

SCANNED
JUN 27 2023

MISCELLANEOUS DATA - Jun 19, 2019

EAGLE ROCK DUMP:	761.	CFS
EAGLE ROCK CREDIT:	725.	CFS
EAGLE ROCK TOTAL:	15377.	AF
RIRIE LOSS:	-10.	CFS
RIRIE TOTAL:	-289.	AF
WIILOW CREEK LOSS:	-1.	CFS
WILLOW CREEK TOTAL:	-19.	AF
DRY BED:	4170.	CFS
CROSS CUT AT HEAD:	249.	CFS
CROSS CUT AT MIDDLE:	162.	CFS
CROSS CUT AT END:	132.	CFS
S BRANCH FALL RIVER ABV XCUT:	51.	CFS
S BRANCH FALL RIVER BLW XCUT:	62.	CFS
N FORK TETON BELOW SPLITTER:	477.	CFS
S FORK TETON AT REXBURG:	1180.	CFS
RESERVATION AT HEAD:	0.	CFS
SAND CREEK TO RESERVATION:	201.	CFS
RESERVATION AT DROP:	186.	CFS
SAND CREEK EXCHANGE:	0.	CFS
TRIBAL 1867:	186.	CFS
TRIBAL TOTAL VOLUME:	4470.	AF
NON TRIBAL 1891:	0.	CFS
NON TRIBAL VOLUME:	0.	AF
SPRING CREEK:	347.	CFS
SPRING CREEK GAIN:	2774.	CFS
GAIN AVERAGING ADJUSTMENT:	-24504.	AF

REFILL 2 WATER RIGHTS

PRIORITY	RESERVOIR	AF RIGHT	AF STORED
17	PAL/JAC REFILL 2	531784.0	318408.1

LOSSES IN BLACKFOOT TO NEAR BLACKFOOT REACH

UNADJ BLW BLACKFOOT TO NR BLACKFOOT REACH GAIN:	512.	CFS
UNADJ NR BLACKFOOT TO NEELEY REACH GAIN:	1980.	CFS
25% DEDUCTED FROM NF (NR BLACKFOOT TO NEELEY):	0.	CFS
50% CHANGED TO STORAGE LOSS:	0.	CFS
YTD STORAGE LOSS:	0.	AF

RESERVATION CANAL DATA

	PRIVATE 1	PRIVATE 2	NONTRIBAL	TRIBAL	SAND CR EXCH
RATE (CFS):	0.	0.	0.	186.	0.
VOLUME (AF):	0.	0.	0.	4470.	0.
VOLUME LIMIT (AF):	63.	137.	60000.	100000.	50000.

SWID 01-00023 DELIVERY DATA

	TO BID	TO TFCC	TO MILN	TO SWIP	TOTAL
RATE (CFS):	43.	0.	35.	0.	78.
VOLUME (AF):	1195.	0.	969.	0.	2163.

SWID START DAY OF THE YEAR: 156

EXCHANGE PUMP DATA

EXCHANGE PUMP	CFS PUMPED	AF YR TOTAL	EXCHANGE PUMP	CFS PUMPED	AF YR TOTAL	EXCHANGE PUMP	CFS PUMPED	AF YR TOTAL
1 COVINGTON BROS E	0.	0.0	8 M PARKINSON EXCH	0.	0.0	15 D L & R ARD EXCH	0.	0.0
2 L LOOSLI EXCHANG	0.	0.0	9 D BOTT EXCHANGE	0.	0.0	16 HINK INC EXCHANG	0.	0.0
3 USBR 2 EXCHANGE	0.	0.0	10 C HOOPES EXCHANG	0.	0.0	17 R & J BROWN EXCH	0.	0.0
4 STEVECO CANYON E	0.	0.0	11 USBR 5 EXCHANGE	0.	0.0	18 USBR 3 EXCHANGE	0.	0.0
5 CANYON CREEK LAT	0.	0.0	12 HOOPES BROTHERS	0.	0.0	19 USBR 1 EXCHANGE	0.	0.0
6 B PARKINSON EXCH	0.	0.0	13 R RICKS EXHCANGE	0.	0.0			
7 V SCHWENDIMAN EX	0.	0.0	14 EHCO RANCH EXCHA	0.	0.0			

YEAR TO DATE TOTAL = 0.0 AF

SCANNED JUN 27 2023

IDAHO DEPARTMENT OF WATER RESOURCES **2/16/2023**

Proof Report

Water Right 22-7196

Owner Type	**Name and Address**
Current Owner	KLB INC C/O JOHN BROWN PO BOX 579 REXBURG, ID 83440

Priority Date: 9/23/1976
Basis: Decreed
Status: Active

Source	**Tributary**
TETON RIVER	HENRYS FORK

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	11/01	1.000 CFS	424.5 AF
	Total Diversion		1.000 CFS	424.5 AF

Source and Point(s) of Diversion:

TETON RIVER	SENWNE	Sec. 29, Twp 07N, Rge 44E, TETON County

Place of Use:
IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	43E	10																11.0	11.0
07N	43E	11										2.2	38.0	10.0					50.2
07N	43E	13						0.8	29.0		4.8	40.0	35.0	5.2					114.8
07N	43E	14			21.0	32.0	6.7	40.0	36.0	29.6	39.0	36.0	40.0	40.0	40.0	37.0	40.0	39.0	476.3
07N	43E	15	14.0			13.0									13.0			13.0	53.0
07N	43E	22	13.0			13.0									13.0			13.0	52.0
07N	43E	23	40.0	39.0	33.0	30.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	622.0
07N	43E	24			8.7	22.0	21.0	38.0	39.0	37.0	40.0	32.0	35.0	40.0	28.0	35.0	40.0	27.0	442.7
07N	43E	25	30.0	40.0	40.0	29.0	40.0	38.0	40.0	40.0					35.0	40.0	39.0	38.0	449.0
07N	43E	36	33.0	40.0															73.0
07N	44E	19							8.1 L2		11.0	37.0 L3	38.0 L4	40.0	14.0	11.0	40.0	40.0	239.1
07N	44E	20							7.6	6.3	25.0	29.0	34.0	37.0			3.5		142.4
07N	44E	29			13.0	0.3	38.0	38.0	37.0	40.0	15.0	13.0			1.7	15.0			211.0

Right Acre Limit: 622.00
POU Total Acres: 2,936.5

22-7196

SCANNED
JUN 27 2023

Conditions of Approval:

1.	E61	The rights listed below are limited to a total combined diversion rate of 13.40 cfs and to a total combined annual diversion volume of 5714.5 AF. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
2.	E56	The rights listed below are limited to the irrigation of a combined total of 2936.5 acres in a single irrigation season. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
3.	C05	Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4.	C18	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.
5.	B09	This right is subject to regulation by the watermaster of Water District 01.
6.	K06	This right is limited to the irrigation of 622 acres within the place of use described above in a single irrigation season.
7.	U42	Place of use does not include federal public lands unless authorized in writing by the United States Bureau of Reclamation.
8.	E60	Right Nos. 22-7256 and 22-7196 are limited to a total combined diversion rate of 13.4 cfs and to a total combined annual diversion volume of 3292.1 AF.

SCANNED
JUN 27 2023

IDAHO DEPARTMENT OF WATER RESOURCES **2/16/2023**
Proof Report

Water Right 22-7256

Owner Type	**Name and Address**
Current Owner	KLB INC C/O JOHN BROWN PO BOX 579 REXBURG, ID 83440

Priority Date: 8/31/1977
Basis: Decreed
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	11/01	13.400 CFS	3,292.1 AF
	Total Diversion		13.400 CFS	3,292.1 AF

Source and Point(s) of Diversion:

GROUND WATER	SENWSE	Sec. 16, Twp 06N, Rge 40E, MADISON County(I)
GROUND WATER	SENWNE	Sec. 29, Twp 07N, Rge 44E, TETON County(R)
GROUND WATER	SENWSE	Sec. 16, Twp 06N, Rge 40E, MADISON County

Place of Use:
IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	43E	10																11.0	11.0
07N	43E	11										2.2	38.0	10.0					50.2
07N	43E	13						0.8	29.0		4.8	40.0	35.0	5.2					114.8
07N	43E	14			21.0	32.0	6.7	40.0	36.0	29.6	39.0	36.0	40.0	40.0	40.0	37.0	40.0	39.0	476.3
07N	43E	15	14.0			13.0									13.0			13.0	53.0
07N	43E	22	13.0			13.0									13.0			13.0	52.0
07N	43E	23	40.0	39.0	33.0	30.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	622.0
07N	43E	24			8.7	22.0	21.0	38.0	39.0	37.0	40.0	32.0	35.0	40.0	28.0	35.0	40.0	27.0	442.7
07N	43E	25	30.0	40.0	40.0	29.0	40.0	38.0	40.0	40.0					35.0	40.0	39.0	38.0	449.0
07N	43E	36	33.0	40.0															73.0
07N	44E	19							8.1 L2		11.0	37.0 L3	38.0 L4	40.0	14.0	11.0	40.0	40.0	239.1
07N	44E	20							7.6	6.3	25.0	29.0	34.0	37.0			3.5		142.4
07N	44E	29			13.0	0.3	38.0	38.0	37.0	40.0	15.0	13.0			1.7	15.0			211.0

SCANNED
JUN 27 2023

Right Acre Limit: 1,119.00
POU Total Acres: 2,936.5

Conditions of Approval:

1.	E56	The rights listed below are limited to the irrigation of a combined total of 2936.5 acres in a single irrigation season. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
2.	B09	This right is subject to regulation by the watermaster of Water District 01.
3.	E61	The rights listed below are limited to a total combined diversion rate of 13.40 cfs and to a total combined annual diversion volume of 5714.5 AF. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
4.	C05	Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
5.	E37	This right authorizes the irrigation of 1119.0 total acres.
6.	C18	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.
7.	K01	Right No. 22-13329 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.
8.	G02	Point of injection into Teton River. Point of rediversion from Teton River.
9.	U42	Place of use does not include federal public lands unless authorized in writing by the United States Bureau of Reclamation.
10.	E60	Right Nos. 22-7256 and 22-7196 are limited to a total combined diversion rate of 13.40 cfs and to a total combined annual diversion volume of 3292.1 AF.

SCANNED
JUN 27 2023

IDAHO DEPARTMENT OF WATER RESOURCES **2/16/2023**
Proof Report

Water Right 22-13329

Owner Type	**Name and Address**
Current Owner	KLB INC C/O JOHN BROWN PO BOX 579 REXBURG, ID 83440

Priority Date: 4/1/1986
Basis: Decreed
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	10/31	10.000 CFS	2,422.4 AF
	Total Diversion		10.000 CFS	2,422.4 AF

Source and Point(s) of Diversion:

GROUND WATER	SENWSE	Sec. 16, Twp 06N, Rge 40E, MADISON County(I)
GROUND WATER	SENWNE	Sec. 29, Twp 07N, Rge 44E, TETON County(R)
GROUND WATER	SENWSE	Sec. 16, Twp 06N, Rge 40E, MADISON County

Place of Use:
IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	43E	10																11.0	11.0
07N	43E	11										2.2	38.0	10.0					50.2
07N	43E	13						0.8	29.0		4.8	40.0	35.0	5.2					114.8
07N	43E	14			21.0	32.0	6.7	40.0	36.0	29.6	39.0	36.0	40.0	40.0	40.0	37.0	40.0	39.0	476.3
07N	43E	15	14.0			13.0									13.0			13.0	53.0
07N	43E	22	13.0			13.0									13.0			13.0	52.0
07N	43E	23	40.0	39.0	33.0	30.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	622.0
07N	43E	24			8.7	22.0	21.0	38.0	39.0	37.0	40.0	32.0	35.0	40.0	28.0	35.0	40.0	27.0	442.7
07N	43E	25	30.0	40.0	40.0	29.0	40.0	38.0	40.0	40.0					35.0	40.0	39.0	38.0	449.0
07N	43E	36	33.0	40.0															73.0
07N	44E	19							8.1 L2		11.0	37.0 L3	38.0 L4	40.0	14.0	11.0	40.0	40.0	239.1
07N	44E	20							7.6	6.3	25.0	29.0	34.0	37.0			3.5		142.4
07N	44E	29			13.0	0.3	38.0	38.0	37.0	40.0	15.0	13.0			1.7	15.0			211.0

SCANNED
JUN 27 2023

Right Acre Limit: 1,817.50
POU Total Acres: 2,936.5

Conditions of Approval:

1.	B09	This right is subject to regulation by the watermaster of Water District 01.
2.	E56	The rights listed below are limited to the irrigation of a combined total of 2936.5 acres in a single irrigation season. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
3.	K02	THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 22-7256 PURSUANT TO SECTION 42-1426, IDAHO CODE.
4.	E61	The rights listed below are limited to a total combined diversion rate of 13.40 cfs and to a total combined annual diversion volume of 5714.5 AF. Combined Right Nos.: 22-7196, 22-7256, 22-13329.
5.	C18	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.
6.	K09	This right is for an enlargement of 1817.5 acres within the place of use described for this right.
7.	C11	This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.
8.	U42	Place of use does not include federal public lands unless authorized in writing by the United States Bureau of Reclamation.

SIGNED
JUN 27 2023

27,9 17 11.8 Ch. 766.6 Canyon, 218.4

7-276 (4-72)
Bureau of Reclamation

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Parcel
TD-47 4:2:4

Contract No._____

Lower Teton Division
Teton Basin Project, Idaho

LAND PURCHASE CONTRACT

THIS CONTRACT, made this day of ,19 , in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

Ray, Carol and Afton Brown

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of **Teton** ,State of **Idaho** , to-wit:

(All that real property as described in Exhibit "A", attached hereto, bearing identifying letters and figures, TD-47 3-15-74 incorporated herein, and hereby made a part hereof by reference.)

SUBJECT to existing rights of way of record or in use for roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons and pipelines, on, over and across said premises.

SCANNED
JUN 27 2023

EXHIBIT A

TRACT 2

That portion of the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section twenty-nine (29), Township seven (7) North, Range forty-four (44) East, Boise Meridian described by metes and bounds as follows:

Commencing at the North Quarter ($N\frac{1}{4}$) corner of said Section twenty-nine (29); thence South 0°03'08" West, 1349.79 feet along the North-South Center Quarter line to the Center-North sixteenth (C-N1/16) corner of said Section twenty-nine (29); thence North 8°21'20" West, 1362.89 feet to the North boundary line of said Section twenty-nine (29); thence North 89°36'24" East, 199.28 feet along the North boundary line of said Section twenty-nine (29) to the North Quarter ($N\frac{1}{4}$) corner, the point of beginning.

CHECKED AS TO ENGINEERING DATA
Kenneth P. Carey 1-11-74
Paul McMayen Rev. 3-15-74

TRACT 3

That portion of the South Half of the North Half ($S\frac{1}{2}N\frac{1}{2}$) of Section twenty-nine (29), Township seven (7) North, Range forty-four (44) East, Boise Meridian described by metes and bounds as follows:

Commencing at the Center-North sixteenth (C-N1/16) corner of said Section twenty-nine (29); thence South 11°36'03" East, 685.72 feet to a point monumented with a bronze marker inscribed 29A744; thence South 57°03'02" East, 605.08 feet to a point monumented with a bronze marker inscribed 29B744; thence South 81°59'25" East, 700.08 feet to a point monumented with a bronze marker inscribed 29C744; thence South 19°04'06" East, 248.25 feet to the East-West Center Quarter line of said Section twenty-nine (29); thence North 89°19'22" East, 964.21 feet along the East-West Center Quarter line to the East Quarter ($E\frac{1}{4}$) corner of said Section twenty-nine (29); thence North 03°24'36" West, 1345.70 feet along the East boundary line of said Section twenty-nine (29) to the North sixteenth (N1/16) corner; thence South 89°27'35" West, 2304.19 feet along the North sixteenth line to the Center-North sixteenth (C-N1/16) corner of said Section twenty-nine (29), the point of beginning.

TRACT 4

The Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) and the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) lying North and East of the Canyon Rim of Section twenty-eight (28), Township seven (7) North, Range forty-four (44) East, Boise Meridian.

SCANNED
JUN 27 2023

Easement

11. The vendor shall be reserved an easement for operation, maintenance and replacement of the existing water pipeline conveyance system on, over and across that portion of the acquired lands described in Exhibit "B".

The United States also agrees to permit the vendor to operate, maintain and replace the existing water pumping and conveyance system on lands to be acquired by the United States from others. Said permit to be on, over and across that portion of the North Half of the Northeast Quarter (N½NE¼) of Section Twenty-nine (29), Township seven (7) North, Range Forty-four (44) East, Boise Meridian, described in said Exhibit "B".

The United States will also permit the vendor to have ingress and egress for the purpose of operating, maintaining and replacing said water pumping and conveyance system over lands to be acquired by the United States on the existing road in the North Half of the Northeast Quarter (N½NE¼) of Section Twenty-nine (29), Township seven (7), Range Forty-four (44) East, Boise Meridian, if said road is acquired by the United States.

The vendor hereby releases the United States from any responsibility to maintain or repair said access road or from any damages to the vendor or his property by reason of the exercise of the permissions herein provided for.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

_____ By _____

Vendor

_____ _____

Vendor Vendor

_____ _____

Vendor Vendor

_____ _____

Vendor Vendor

SCANNED
JUN 27 2023

Easement

EXHIBIT "B"

That portion of the North Half of the Northeast Quarter (N½NE¼) and Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section Twenty-nine (29), Township seven (7) North, Range Forty-four (44) East, Boise Meridian, within the Teton Dam Acquisition Line, included within a strip of land measured at right angles to the centerline, being fifty (50) feet of each side of the centerline, said centerline being described as follows:

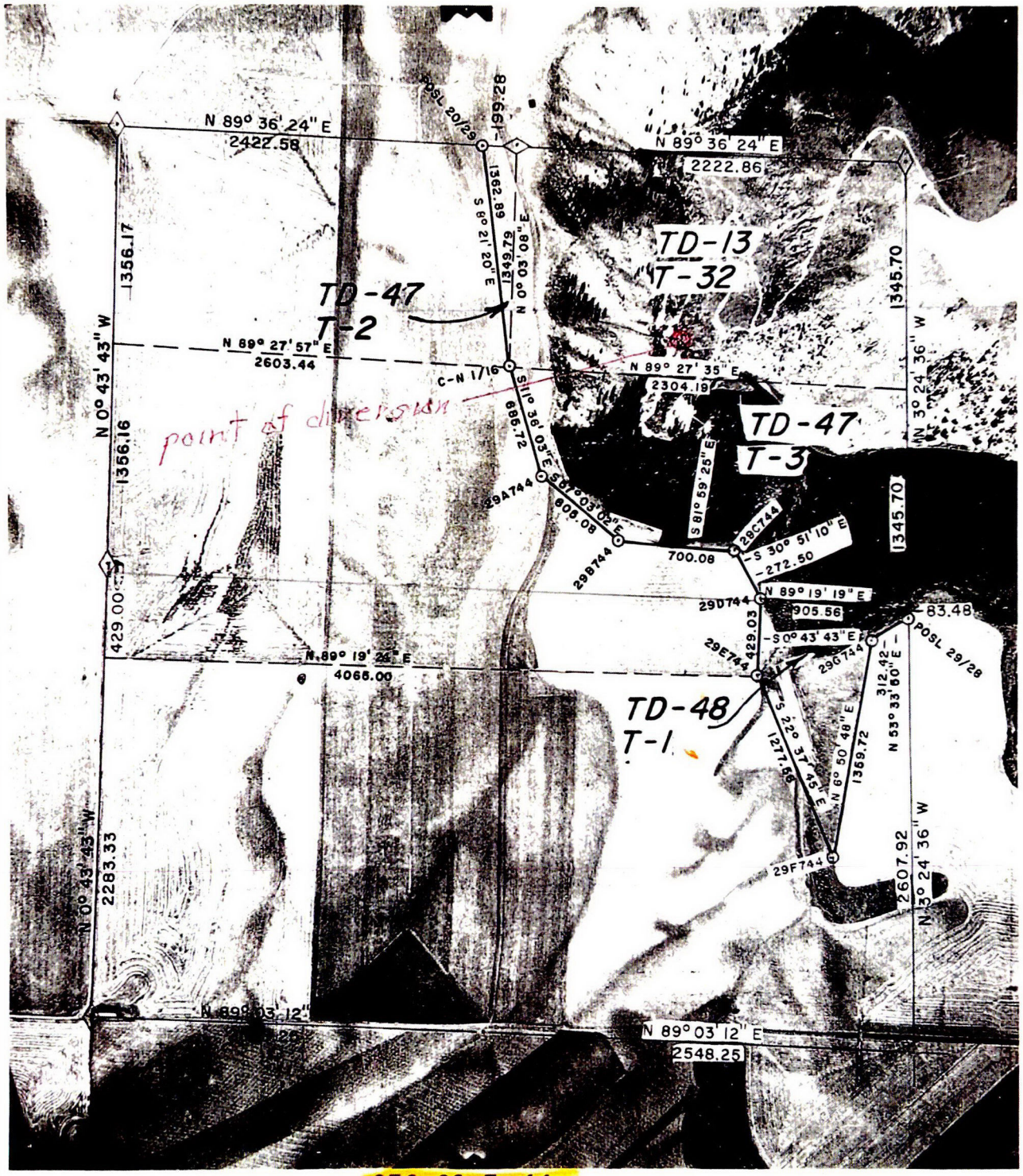
Beginning at a point along the Acquisition Line South 8°21'20" East, 942.81 feet from the P.O.S.L. between Sections Twenty (20) and Twenty-nine (29), Township seven (7) North, Range Forty-four (44) East, Boise Meridian; thence South 80°00'00" East to the left bank of the Teton River; continuing on South 80°00'00" East to the right bank of the Teton River; thence South 80°00'00" East to a point 100.00 feet from the right bank of the Teton River.

SEE MAP NO. 549-147-242 lower right hand corner

Above mentioned centerline begins approximately at boosters and runs down canyon, across river, and extends 100 feet beyond East bank

SCANNED
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N ↑



SEC. 29-7-44

SCANNED
JUN 27 2023

SECTION 29, T. 7 N., R. 44 E., B.M.

PARCEL NO. TD - 47 -- Ray Brown and Carol Brown, husband and wife, and Afton Brown

TRACT NO. 2 - N½NW¼

Total Acres in Tract - - - - - - - - - - - - - - - - 31.1 ± a

Total Acres Within U.S.B.R. Acquisition Line - - 3.1 ± a

TRACT NO. 3 - S½N½ and all that in the S½ not included in TD-48 T-1

Total Acres in Tract - - - - - - - - - - - - - - - - 193.1 ± a

Total Acres Within U.S.B.R. Acquisition Line - - 38.4 ± a

PARCEL NO. TD - 13 -- State of Idaho

TRACT NO. 32 - N½NE¼

Total Acres in Tract - - - - - - - - - - - - - - - - 70.0 ± a

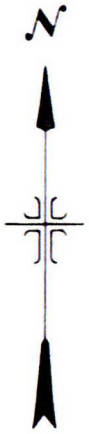
Total Acres Within U.S.B.R. Acquisition Line - - 70.0 ± a

PARCEL NO. TD - 48 -- J. Clint Hoopes and Karma W. Hoopes, husband and wife

TRACT NO. 1 - That portion of the S½ not included in TD-47 T-3

Total Acres in Tract - - - - - - - - - - - - - - - - 272.0 ± a

Total Acres Within U.S.B.R. Acquisition Line - - 16.1 ± a



This drawing is intended for illustrative purposes only. While the detail shown is subject to photographic distortion error, courses and bearings stated are correct.

SCALE: One inch equals 800 feet ±

4-26-74 147 JPM	MAJOR CHANGE IN ACQUISITION LINE.

ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
TETON BASIN PROJECT
LOWER TETON DIVISION - IDAHO

RESERVOIR-RIGHT-OF-WAY
SEC. 29, T. 7 N., R. 44 E.

DESIGNED J.P.M. SUBMITTED [signature]
DRAWN K.V.R. RECOMMENDED [signature]
CHECKED O.E. Rudolfson APPROVED [signature]

NEWDALE, IDAHO JAN. 1974 | 549-147-242

SCANNED
JUN 27 2023

Identification No. 22 7256

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho

(TYPE OR PRINT IN INK)

1. Name of applicant Ray M. Brown &/or John M. Brown Phone: 456-4244

   post office address Box 73, Tetonia, Idaho 83452

2. Source of water supply ground water which is a tributary of _____

3. a. Location of point of diversion is NW ¼ of SE ¼ of Section 16 Township 6N

   Range 40E B.M. Madison County; additional points of diversion if any: _____

   The water will be pumped into the Teton River and rediverted at a point within

   the NW¼NE¼, Sec. 29, T. 7N, R. 44E, B.M., Teton County

   b. If water is not consumed, it will be discharged into _____ at a point in _____ ¼

   of _____ ¼ of Section _____ Township _____ Range _____ B.M. _____

   ← Point of diversion

4. Water will be used for the following purposes:

   Amount 14.0 (cfs or acre-feet per annum) for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)

   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)

   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated:

   a. 14.0 cubic feet per second and/or

   b. [redacted] feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. well, pump, relift pumps into 16" penstock and buried mainline

   b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____

   Period of year during which storage will occur _____ (Mo. Day) to _____ (Mo. Day) inclusive.

   c. Proposed well diameter is 24 inches; proposed depth of well is 250 feet.

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.

   b. Estimated construction cost is $25,000.00.

8. Description of proposed uses:

   a. If water is **not** for irrigation:

   (1) Give the place of use of water: _____ ¼ of _____ ¼ of Section _____ Township _____

   Range _____ B.M.

   (2) Amount of power to be [illegible]

SCANNED
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Contract No. 13-07-14-LA779

If recorded return document to:
U.S. Bureau of Reclamation
Attn: Sarah Wageman
470 22nd Street
Heyburn, ID 83336

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Lower Teton Division Project
Teton County, Idaho

LAND USE PERMIT

THIS LAND USE PERMIT (PERMIT), made the 2ND day of April, 2018, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and all acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, is between the **UNITED STATES OF AMERICA**, hereinafter referred to as the **United States**, acting by and through the United States Department of the Interior, Bureau of Reclamation, hereinafter referred to as **Reclamation**, represented by the authorized official executing this Permit, and **KLB, INC.**, an Idaho corporation, hereinafter referred to as **KLB**.

WITNESSETH, THAT:

WHEREAS, the United States, through Reclamation, has withdrawn or acquired certain lands for the Minidoka Project, hereinafter referred to as Project;

WHEREAS, KLB has made application to Reclamation for authorization to access and utilize certain Federal lands for agricultural purposes; and

WHEREAS, the proposed use has been reviewed and determined to be compatible with project purposes, operations, safety and security.

NOW, THEREFORE, the parties mutually agree to comply with and be bound by the following terms and conditions during all construction, operation, maintenance, use and termination activities, as follows:

1. *Permit:* Reclamation grants, subject to the following terms and conditions and the regulations promulgated under 43 CFR Part 429, KLB authorization to access and farm, along with appurtenant structures and works, those certain Federal lands. The farming shall include irrigation of a rotation of crops and be in concert with operations on KLB's adjacent private lands.

2. *Description of Area of Use:* The following is a description of the area of use located within the Project, to wit:

Boise Meridian, Teton County, Idaho,
Township 7 North, Range 43 East,
Section 10: A portion of the SE¼SE¼;
Section 11: A portion of the SW¼;
Section 13: Portions of the E½NW¼ and SW¼;
Section 14: Portions of the NE¼ and E½NW¼;
Section 24: Portions of the SW¼NE¼ and E½NW¼.

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Township 7 North, Range 44 East,
Section 19: Portions of the NE¼SW¼ and N½SE¼.

The area of use is more particularly depicted on Exhibit A, attached hereto and made a part hereof. The area of use is approximately 146 acres, consisting of 52.34 irrigated acres and 93.68 non-irrigated acres, more or less.

3. *Term of Permit:* The term of this Permit shall be for a period from March 1, 2018 to February 28, 2019, inclusive, unless sooner terminated as hereinafter provided.

4. *Extension of Permit Term:* KLB has an option to extend the term of the Permit as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 2023.

A. Such option must be first exercised no later than 30 days prior to the termination of the Permit as defined in article 5, and if extended, no later than 30 days prior to the termination of each extension thereof.

B. Such option must be exercised by payment of the associated use fee to the United States for the period for which the term is extended and written notice of KLB's desire to exercise such option. Such notice and payment must be received by the United States at least 30 days prior to the termination of the Permit of extension.

5. *Fees and Costs:*

A. In accordance with 43 CFR 429.18, KLB has paid to Reclamation the associated application fee and administrative costs; and 43 CFR 429.22, Reclamation reserves the right to recover additional and related administrative costs incurred for such activities as monitoring over time, to ensure compliance with this Permit's terms and conditions.

B. For and in consideration of the rights granted, KLB agrees to pay Reclamation a fee for the authorized use which shall be reviewed and adjusted periodically (but no more frequently than annually); however, in no event shall the interval between reviews exceed five (5) years. Redetermination of the fee, if any, by Reclamation shall be based on a valuation, taking into consideration the current land values, exclusive of improvements constructed by KLB.

(a) Based on an Administrative Determination of Use Fees with a Waiver Valuation dated December 29, 2017, the annual fee has been determined to be $39.50 per irrigated acre and $26.50 per non-irrigated acre.

$39.50 per irrigated acre x 52.34 acres = $2,067.43, say $2,068.00 annually.

$26.50 per non-irrigated acre x 93.68 acres = $2,482.52, say $2,483.00 annually.

(b) KLB has paid to Reclamation, a use fee in the amount of $4,551.00 for the period ending February 28, 2019.

(c) KLB shall pay in advance to Reclamation, a use fee in the amount of $4,551.00, for each subsequent extension.

6. *Standard Conditions:*

A. The United States reserves the right to grant compatible use authorizations affecting the area of use.

B. The United States, its officers, agents, and employees shall at all times to have unrestricted access and ingress to, passage over, and egress from the area of use, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct

SCANNED
JUN 27 2023

Reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

C. The United States, its successors and assigns, shall at all times have the prior right to use any of the area of use wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

D. KLB is responsible for determining and not impacting all other rights which have lawfully been attached to the area of use before the date of this Permit.

E. The operations of KLB shall be conducted by KLB without cost to the United States, or to their assigns, and in such a manner as to cause no interference or stoppage of the flow of water in canals, laterals, wasteways, ditches, or other irrigation facilities, or interference with the normal operation of works of the United States. All activities within the area of use shall be undertaken only at times, according to plans, and in a manner satisfactory to Reclamation.

F. If the construction or maintenance of any or all project facilities across, over, or upon said Federal realty interests should be made more expensive by reason of the existence of improvements or works of KLB thereon, such additional expense is to be estimated by Reclamation whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon KLB for payment of any such sums, KLB shall make payment thereof to the United States, or to any of their successors or assigns constructing such structures and facilities across, over, and upon said Federal interests. As an alternative to payment, KLB, at his sole cost and expense and within time limits established by Reclamation, may remove or adapt facilities constructed and operated by it on said Federal interests to accommodate the aforementioned structure and facilities within the time limits specified.

G. KLB shall be liable for any and all damages to the property or interests of the United States by reason of the exercise of the rights and privileges authorized to by this Permit. Any damage to Federal realty interests or project facilities resulting from KLB's exercise of the privileges allowed by this Permit shall be corrected promptly at KLB's expense, and in a manner satisfactory to Reclamation.

H. KLB shall comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations. KLB shall maintain the area of use and improvements in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

I. KLB shall conduct the operation of their authorized use in a good and workmanlike manner, as determined by Reclamation, in compliance with all Federal, State, and local requirements.

J. KLB shall keep the area of use free from all safety and health hazards, and problems not inherent to the authorized use.

K. KLB shall protect all survey monuments found within the area of use. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, geodetic benchmarks and triangulation stations, military control monuments, Reclamation markers

SCANNED
JUN 27 2023

and any other survey monuments. In the event of obliteration or disturbance of any of the above, KLB shall immediately report the incident, in writing, to Reclamation and the respective installing authority if known. Where General Land Office or Bureau of Land Management monuments or references are obliterated, KLB shall coordinate with the Bureau of Land Management to restore the disturbed monument or references. KLB shall provide a copy of any resultant survey to Reclamation. KLB shall be responsible for all associated costs.

L. Hunting and fishing by the public shall not be restricted by KLB.

7. *Specific Conditions:*

A. Explosives shall not be used by KLB within the area of use without prior written approval from Reclamation.

B. If at any time KLB wishes to reconstruct, remodel or relocate any portion of the area of use, or the improvements, prior written approval must be obtained from Reclamation.

C. KLB shall not make any changes in roads leading to or near the area of use or be allowed to construct new roads, without prior written authorization from Reclamation.

D. KLB shall take every precaution to prevent fires caused by its activities, within the area of use. This includes, but is not limited to, ensuring that proper spark arresters have been installed on KLB's equipment. Further, KLB shall be responsible for the cost of suppressing all fires caused by their agents or assigns.

E. KLB shall be responsible for the control of noxious weeds and invasive species within the disturbed area of the area of use. KLB shall not permit the use of any pesticides on the area of use without prior written approval by Reclamation. KLB shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

F. Any disturbed areas shall be restored by KLB to a condition at least as good as before the disturbances were made, all to Reclamation's specifications when the Permit expires or is terminated. If backfill is placed by KLB it shall be compacted to Reclamation's specifications.

G. If at any time KLB wishes to add permanent structures (pivots, main lines, fences, etc.) within any portion of the area of use prior written approval must be obtained from Reclamation. Except in an emergency, KLB shall notify Reclamation at least seven (7) days and no more than thirty (30) days prior to beginning of any construction or surface disturbing maintenance work. Within 60-days from the conclusion of construction or as phases are completed, KLB shall provide, at their sole expense, to Reclamation as-built drawings for their improvements authorized under this Permit. As-built drawings should show an easily recognizable boundary (tied to a known corner) and the authorized use area. All Reclamation and KLB's improvements/facilities should be shown and labeled (e.g., "Centerline of xx-inch irrigation pipeline," etc.).

H. KLB shall conduct their agricultural operations in such a manner as to not interfere in any manner with the utilization or management of adjacent lands owned and/or operated by persons other than KLB.

I. KLB agrees to maintain in a state of good repair such fences and ditches as may be located on the area of use or construct, such fences and cattle guards as may be located upon the area of use and necessary to insure compliance with this Permit at their sole expense. No fence, with or without gates, shall be constructed upon or across the right-of-way of any

SCANNED
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canal or lateral operated or controlled by Reclamation without prior approval from Reclamation. Fences constructed by KLB may be removed by KLB at any time during the term of the Permit.

J. All grain stubble shall be left standing on the area of use over the winter; no burning of stubble on the area of use is allowed.

K. KLB shall guard against excessive use and waste of water which might result in erosion or other damage to the area of use or to adjacent lands.

L. KLB shall keep all of the area of use under crop during the growing season in order to reduce and maintain a minimum level of wind erosion. Subsequent to the harvesting of crops, KLB, if requested by Reclamation shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the area of use to a permanent vegetative cover. KLB shall work with Reclamation and the Natural Resource Conservation Service to develop appropriate seed mixes and application rates. Subsequent action would be in accordance with the general practices for planting said seed mix and to the satisfaction of Reclamation.

M. Annually, following the irrigation season, Reclamation will request a crop census. KLB shall complete and return crop reporting information to Reclamation as requested.

8. *Water:*

A. The delivery of irrigation water pursuant to this Permit is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982.

B. When irrigation occurs, KLB is required to have a legal right to irrigate the area of use.

(a) KLB agrees to release the United States from any responsibility or obligation for providing now, or after termination of this Permit, a water supply of any kind, pressure or particular water quality. Further, KLB agrees to release the United States from any future liability or obligation due to injury, damage or loss of KLB's water rights, whether permitted or owned, from the future termination of this Permit. KLB shall not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested rights, title, or interest in the KLB's water right.

(b) Should KLB sell, convey, transfer, or assign any water right associated with the area of use, the places of use on the Federal interests shall not be conveyed with such water right. Any deed or other instrument reflecting the sale, conveyance, transfer, or assignment or such water right shall state that these places of use are not included in such conveyance. Should KLB fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

9. *Hazardous Materials:*

A. KLB may not allow contamination or pollution of the area of use, or Federal waters and facilities. KLB accepts responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

B. KLB shall comply with all applicable Federal, State, and local laws and regulations, as well as Reclamation Policy, Directives and Standards, existing or hereafter enacted or promulgated, concerning any hazardous material that shall be used, produced, transported

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stored, or disposed of on or in the area of use, or Federal waters and facilities.

C. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., and the regulations promulgated pursuant to that Act.

D. Upon discovery of any event which may or does result in contamination or pollution of the area of use or Federal waters and facilities, KLB shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

E. In any event, KLB shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the area of use or on facilities authorized to under this Permit. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to Reclamation concurrent with the filing of the reports to the involved Federal agency or State government.

F. Violation of any of the provisions of the Article, as determined by Reclamation may constitute grounds for termination of this Permit. Such violations require immediate corrective action by KLB and shall make KLB liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

G. KLB agrees to include the provisions contained in A through F of this Article in any subcontract or third-party contract it may enter into pursuant to this Permit.

H. Reclamation agrees to provide information necessary for KLB, using reasonable diligence, to comply with the provisions of this Article.

10. *Cultural Resources:* KLB shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the area of use. KLB shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Permit. KLB shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigation measures specified by Reclamation shall be the responsibility of KLB.

11. *Transfer or Sublease of Permit:* Neither this Permit nor any interest therein shall be transferred or subleased by KLB without the prior written authorization of Reclamation and until payment has been made to the United States to cover the expense of approving such transfer or sublease.

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12. *Termination of Permit:* This Permit, a use authorization, shall terminate and all rights of KLB hereunder shall cease, and KLB shall quietly deliver to Reclamation possession of the area of use in like condition as when taken, reasonable wear and damage by the elements excepted:

A. Reclamation reserves the right to construct, operate, and maintain public works now or hereafter authorized by Congress without liability for termination of the agreement or other damage to KLB's activities or facilities.

B. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

C. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined in 43 CFR § 429.2 if Reclamation determines that any of the following apply:

i. The use has become incompatible with authorized Project purposes, operations, safety and security;

ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

iii. Termination is necessary for operational needs of the Project.

D. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that KLB has failed to use the use authorization for its intended purpose. Further, failure to implement the authorized use within the timeframe specified in this Permit may constitute a presumption of abandonment and cause termination of this Permit.

E. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if KLB fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

F. If this use authorization is terminated, the United States reserves the right to bar KLB from authorization to use acquired or withdrawn Federal land on the Project for a period of time, as determined by Reclamation.

13. *Issuance of a New Permit:* If the KLB desires issuance of a new permit after expiration of the final extension, they shall submit an application requesting to do so no less than six (6) months prior to the expiration date of this Permit. A new permit may be issued to the KLB subject to the regulations promulgated under 43 CFR Part 429 or any other applicable regulations or laws.

14. Notices:

A. All notices given under this Permit shall be in writing and may be delivered by personal delivery, electronic mail (e-mail); via recognized delivery services such as United Parcel Service (UPS) or Federal Express (FedEx); or by deposit in the United States Postal Service (USPS), and addressed as follows:

Field Office Manager	John Brown
Upper Snake Field Office	KLB, Inc.
Bureau of Reclamation	P.O. Box 579
470 22nd Street	Rexburn, Idaho 83440
Heyburn, Idaho 83336	

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208-678-0461	Phone: 208-390-2591

B. The parties designate the Upper Snake Field Office Manager and John Brown as their authorized representatives for this Permit. These individuals shall have the authority to take any action allowed or required under this Permit, on behalf of their employer. The parties may change their designated representatives or address at any time by giving notice of such change in accordance with this article.

15. Removal of Structures: Upon the expiration, or termination, of this Permit, if all rental charges and damage claims due Reclamation have been paid, KLB shall remove all structures, equipment, or other improvements made by them from the area of use at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration or termination any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. KLB shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

16. Hold Harmless: KLB agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of KLB.

17. Officials Not to Benefit: No Member of Congress shall be admitted to any share or part of any Permit or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

18. Severability: Each provision of this Permit shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Permit shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Permit as a whole.

19. Successors in Interest Obligated: This provision of the Permit shall apply to and bind the assigns of the United States, and their heirs, executors, administrators, and assigns of KLB.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA

By: Ryan Newman

Ryan Newman
Upper Snake Field Office Manager

KLB, INC.

By: John M Brown

John Brown

NOTE: The above executing signatures shall be notarized and the Notary Acknowledgment page completed.

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NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)
: §
County of Madison)

On the 29 day of March, 2018, **JOHN BROWN**, personally appeared before me, known to me to be the official of KLB, Inc., that executed the within and foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

RACHEL WILLHITE
NOTARY PUBLIC
STATE OF IDAHO

Notary Public in and for the State of Idaho
Residing at: 110 E Main St Rexburg, ID 83440
My commission expires: 04/04/2023

STATE OF IDAHO)
: §
County of Minidoka)

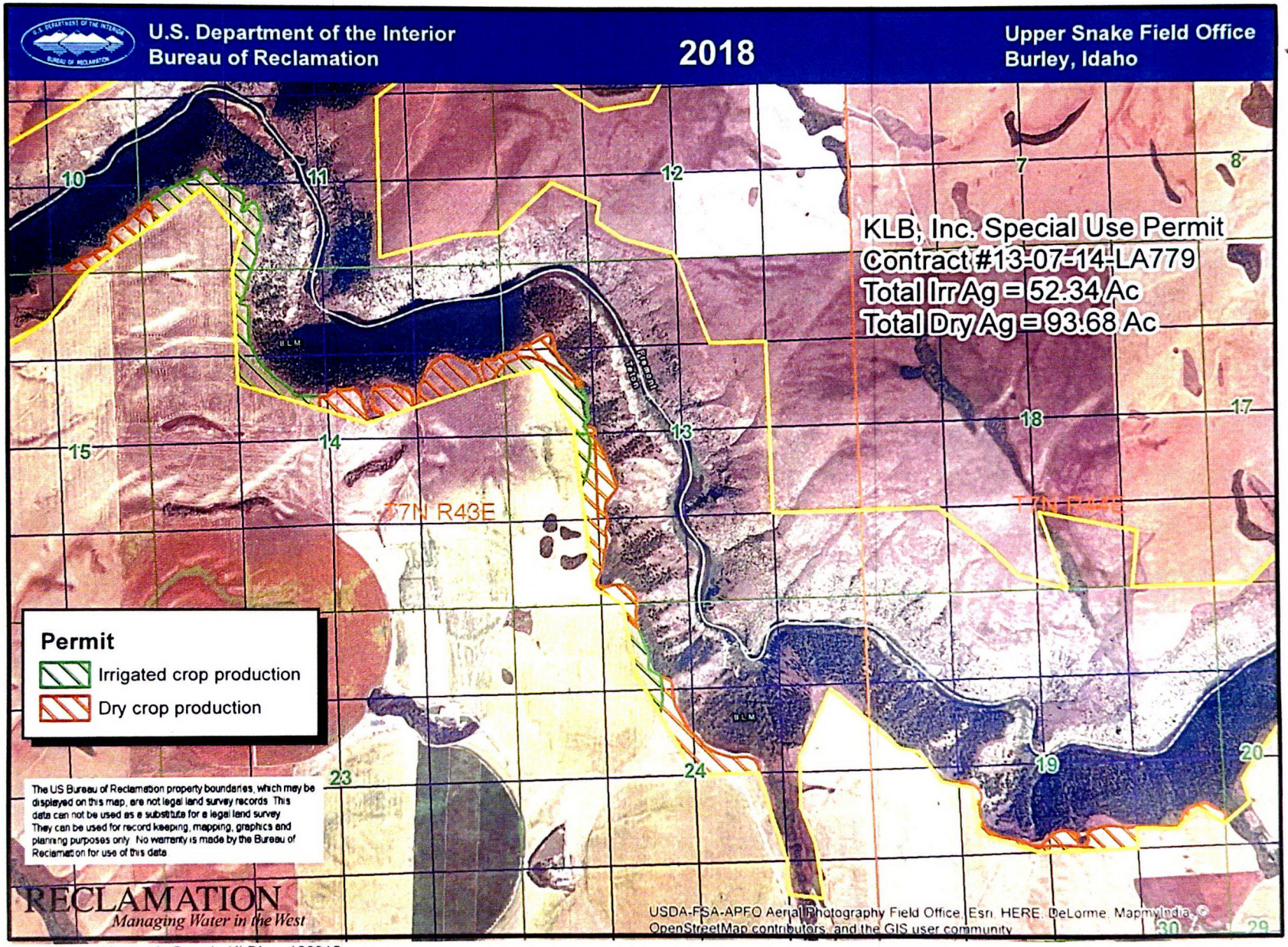
On the 2ND day of April, 2018, Ryan Newman, personally appeared before me, known to me to be the official of **THE UNITED STATES OF AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

SARAH A. WAGEMAN
NOTARY PUBLIC
STATE OF IDAHO

Notary Public in and for the State of Idaho
Residing at: Jackson, Idaho
My commission expires: 10/10/2023

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JUN 27 2023



Document Name: AgPermit_KLBInc_120915

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