

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576

Claim ID: 11-531D

Date Received: 2/5/24

Receipt No: P000737

Claim Fee: 98.00 By: MB

RECEIVED

FEB 05 2024

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

IDWR/Preston

Please type or print clearly

1. Name of claimant(s) P4 Production, L.L.C. Phone (208) 547-1239
Mailing address PO Box 816 Soda Springs Idaho Zip 83276
Street or Box City State
Email address (optional) jason.maughan@bayer.com
2. Date of priority: (Only one per claim) May 1, 1892 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Bear River
which is tributary to (b) Great Salt Lake
4. a. Location of point of diversion is: Township 9S, Range 41E, Section 11,
SE 1/4 of NW 1/4, Govt. Lot _____, BM, County of Caribou
Parcel no. 09S41E100310
Additional points of diversion, if any: _____
If available, GPS Coordinates _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
Centrifugal pump and electric motor from Alexander Reservoir.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Irrigation purposes from 04/15 to 10/15 amount 1.0 or 175.0

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.0 (cfs) and/or (b) 175.0 (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9S	41E	10	1.8			8.2													10
9S	41E	11						13.8	23	1.2									38

Parcel no(s). 09S41E100310 Total number of acres irrigated 48

10. In which county(ies) are lands listed above as place of use located? Caribou

11. Do you own the property listed above as place of use? Yes () No (☒)
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (☒)

13. Remarks (Include an explanation of the priority date selected):

This claim is based on Idaho water right no. 11-531D, decreed on July 14, 1920, in District Court case of Utah Power & Light Co. v. Last Chance Canal Co.

Water Right 11-531D is leased to the Oregon Trail Golf Course of Soda Springs.

List of Attachments to Claim Form:

1. IDWR Water Right Report of 11-531D
2. IDWR Map of 11-531D
3. Map depicting the current point of diversion and place of use
4. Lease with Golf Course.

Name of claimant(s) P4 Production, L.L.C.

Claim ID _____

14. Basis of claim (Check one) Beneficial Use () Posted Notice () License () Permit () Decree (☒)

Court District Court Decree Date 7/14/1920 Plaintiff v. Defendant Utah Power & Light Co. v. Last Chance Canal Co
If applicable provide IDWR Water Right Number 11-531D

15. Signature(s)

- (a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."
(b.) I/We do () do not (☒) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 4

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____
_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

President of P4 Production, L.L.C.
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent  Date 1/31/24
Printed Name of Authorized Agent Vikranth Michael

16. Notice of Appearance:

Notice is hereby given that I, (please print) Thomas J. Budge, Attorney, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature  Date 1/31/2024
Address PO Box 1391, Pocatello, Idaho 83204-1391, tj@racineolson.com

Name of claimant(s) P4 Production, L.L.C. Claim ID _____

Close

Water Right Report : 11-531-D (Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Attorney	BUDGE, RANDALL C	PO BOX 1391	POCATELLO	ID	83204-1391
Current Owner	P4 PRODUCTION LLC	PO BOX 816	SODA SPRINGS	ID	83276-0816
Lessee	OREGON TRAIL GOLF COURSE OF SODA SPRINGS	C/O BILL HARRIS 279 E 3RD N	SODA SPRINGS	ID	83276
Original Owner	KACKLEY, ELLIS			ID	

Water Right Status

Priority Date : 5/1/1892
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
BEAR RIVER		GREAT SALT LAKE	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
BEAR RIVER	09S	41E	11	0		SE	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/15	10/15	1.00 CFS	175.00 AFA
TOTAL			1.00 CFS	175.00 CFS

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	41E	10		SE	NE	6	
09S	41E	11		NW	NW	18	
09S	41E	11		SW	NW	18	
09S	41E	11		SE	NW	8	

Irrigation Totals

Total Acres Acre Limit
 50.00

Conditions

Code Conditions

- T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- R43 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.

Diversion of water from the Bear River is limited to those times water is available for diversion under this right and priority from the original source, Soda Creek, and the amount of water that is measured flowing into the Bear River from Soda Creek. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the department of measuring the flow in Soda Creek below the last diversion on the creek and above the confluence with Bear River. The right holder shall cease irrigation of 51.0 acres and shall cease the associated diversion of 0.88 cfs and 178.5 af of water previously authorized under Right 11-00531B, and consolidate use of water on the remaining 50.0 acres under Right 11-00531D and 101.0 acres under Right 11-00531C. The period of use for the irrigation described in this approval may be extended to a an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

- R63 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 lands above.
- R04 Use of water under this water right will be regulated by the watermaster of State Water District No. 11.

Dates

Licensed Date :
Decreed Date : 7/14/1920
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

IDAHO DEPARTMENT OF WATER RESOURCES

Other Information

State or Federal :
Water District Number : 11
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

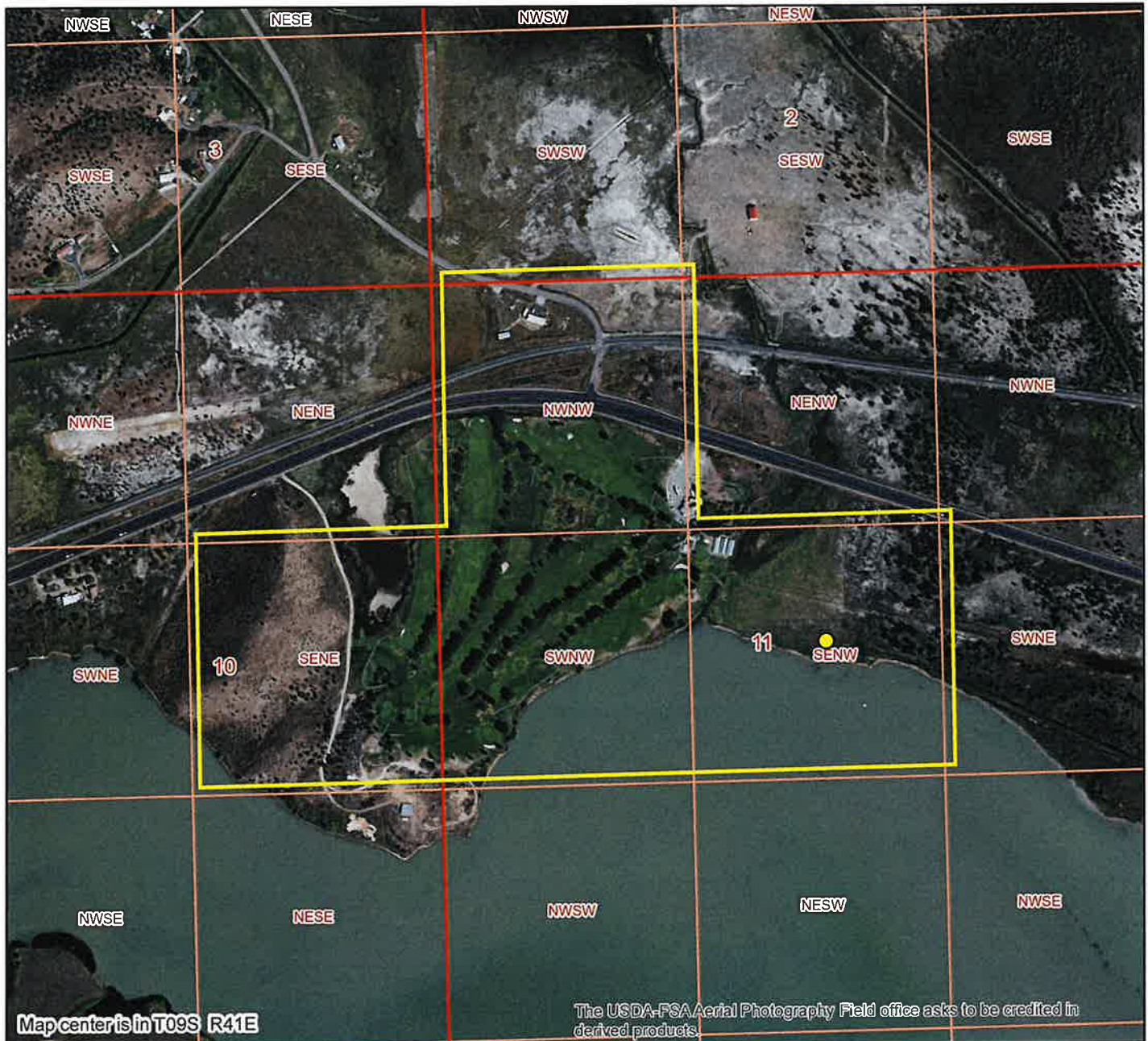
6/28/2023

State of Idaho
Department of Water Resources
Water Right

11-531D

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 6/28/2023



P4 Production, L.L.C.

Legend

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



03

P4 Production LLC
WR 11-531D
POU & POD

09S41E

10

11

Legend



11-531D POD



11-531D POU (Golf Course 48AC)



PLSS_Section_Corners



PLSS_Townships



PLSS_Sections



PLSS Intersected



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Compiled by the Bureau of Land Management (BLM), National Operations Center (NOC), OC-630.

LEASE OF WATER RIGHTS

Lease Agreement made and entered into April 22, 1999, between P4 PRODUCTION, L.L.C., whose address is P.O. Box 816, Soda Springs, Idaho 83276 (hereinafter "Lessor") and OREGON TRAIL GOLF COURSE OF SODA SPRINGS, IDAHO, whose address is in care of Bill Harris, 279 E. 3rd N., Soda Springs, Idaho 83276 (hereinafter "Lessee"):

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a portion of Lessor's right, title and interest in the following described water rights originally decreed in the District Court of the United States for the District of Idaho, Eastern Division, in Equity No. 201, in the case of Utah Power & Light Company, Plaintiff, vs. The Last Chance Canal Company, Limited, et al., Defendants, commonly known as the "Dietrich Decree", also identified as the following Idaho Department of Water Resource ("IDWR") Water Right Number:

Water Right No.	Priority	Quantity
11-00531B	5/01/1892	*1.00 cfs/197.4 AF
*(A portion of total right of 3.90 cfs/770AF)		

2. **Term.** The term of this Lease shall be for a term of five (5) years, commencing April 20, 1999 and terminating September 30, 2003. Thereafter, this Lease will be automatically renewed and extended for successive additional one-year terms, unless and until terminated by either party as hereafter provided.

Either party may terminate this Lease at any time upon not less than ninety (90) days advance written notice.

3. **Rent.** For the use of the lease property Lessee shall pay to Lessor on or before April 1 of each year rent in the amount of \$ per cfs, a total of \$ per year. The first year's rent shall be due upon approval of the transfer application described in paragraph 7 allowing Lessee to use the water right.

4. **Non-Use by Lessor.** Lessor covenants that all lands to which the water rights are presently appurtenant shall not be irrigated from the described water right during the term of this Lease.

5. **Use by Lessee.** During the term of this Lease and during any extension. Lessee shall place to beneficial use for irrigation purposes, between April 20th and September 30th each year, all waters approved for use under the water rights and shall comply with all applicable federal, state and local laws and all rules and regulations of any agency, including IDWR applicable to such water rights, together with all state and federal environmental and water quality laws.

LEASE OF WATER RIGHTS - 1

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ATTACHMENT 30 OF 32

P4 Production, L.L.C.

6. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Transfer Application.** The parties acknowledge and agree that it will be necessary to make application and obtain IDWR approval to transfer the existing point of diversion and place of use of said water rights to Lessee's property; and, further, that upon termination of the Lease, it will be necessary to make application and secure IDWR approval to change the point of diversion and place of use back from Lessee's property to the original locations upon Lessor's property.

7.1 Lessee and Lessor will file and process all necessary applications with IDWR to transfer the places of use and points of diversion of the water rights on a temporary basis during the lease term.

7.2 Lessor and Lessee shall cooperate with each other in securing such transfers and processing such application(s) and shall execute any documents necessary to achieving such transfers.

7.3 Lessor shall be responsible for the costs associated with accomplishing the foregoing transfers.

7.4 This Lease is conditioned upon IDWR's approval of a transfer of the water rights from Lessor's present places of use and points of diversion to places of use and points of diversion located on lands owned or leased by Lessee. In the event the transfer to Lessee's property is not granted, this Lease may be terminated at Lessee's option.

8. **Indemnification of Lessor.** Lessee agrees to indemnify and hold harmless Lessor from any and all claims and demands, including legal attorney fees and costs, which may arise directly or indirectly as a result of this lease or the transfer or use of the water rights by Lessee pursuant to this Lease.

9. **Breach.** In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect to terminate this Lease and recover any damages or pursue any other remedy available under Idaho law by reason of such breach.

10. **Option to Purchase.** Should Lessor during the term of this Lease or any renewal thereof or at any time within one (1) year from the date of termination of this Lease decide to sell the leased water rights, and should Lessor receive a bona fide offer therefor acceptable to Lessor, the, before making any such sale or any agreement to sell, Lessor shall give Lessee notice in writing by certified or registered mail of Lessor's desire to sell and the complete terms of the offer, and Lessee shall have the exclusive right, for a period of sixty (60) days from the date of delivery of such notice,

LEASE OF WATER RIGHTS - 2

NOV 27 1999

NOV 27 1999

75621
ATTACHMENT 31 OF 32

to purchase the leased water rights at the amount of the offer. If Lessee fails to exercise the option herein granted and the water rights are actually sold by Lessor, such sale shall be made subject to this Lease.

11. Option to Renew Lease. Should Lessor decide to re-lease the water rights at the expiration of the lease term or any extension thereof or within one (1) year from the date of termination of this lease, and should Lessor receive an offer of lease therefor acceptable to Lessor, the, before making any such lease agreement, Lessor shall give Lessee notice in writing by certified or registered mail of Lessor's desire to re-lease the water rights, and Lessee shall have the exclusive right, for a period of sixty (60) days from the date of delivery of such notice, to re-lease the water rights at the amount and under the same terms and conditions of the offer.

12. Assignment. This Agreement may not be assigned by either party without the express written consent of the other.

13. Attorney Fees. In the event of any litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

14. Binding Effect. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

LESSOR:
P4 PRODUCTION, L.L.C.

By [Signature] WIX
Name: James J. Karamant
Title: Vice President
Date: 4-22-99

LESSEE:
OREGON TRAIL GOLF COURSE OF
SODA SPRINGS, IDAHO

By [Signature]
Name: BILLY J HARRIS
Title: President
Date: 31 March 1999

ATTEST:

LEASE OF WATER RIGHTS - 3

MICROFILM

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P4 Production, L.L.C.

T 5621

ATTACHMENT 32 OF 32



February 1, 2024

Idaho Department of Water Resources
325 East 600 South, Ste 300
Preston, Idaho 83263-4921
marion.beck@idwr.idaho.gov

RECEIVED

FEB 05 2024

IDWR/Preston

**Re: P4 Production, L.L.C.
Notices of Claims to Water Rights
Bear River Basin Adjudication**

To whom it may concern:

Enclosed for filing please find the originals of twelve Notices of Claims to Water Rights on behalf of P4 Production, L.L.C., together with a check in the amount of \$2,453.00 for the filing fees, broken down as follows:

Claim 1 (11-448): \$50 flat fee + (\$1.00 per acre x 51 acres) = \$101
Claim 2 (11-457 & 11-471): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 3 (11-499): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 4 (11-2106): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 5 (11-531D): \$50 flat fee + (\$1.00 per acre x 48 acres) = \$98
Claim 6 (11-531C): \$50 flat fee + (\$1.00 per acre x 101 acres) = \$151
Claim 7 (11-449): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 8 (11-2144): \$50 flat fee + (\$100 per cfs x 3.68 industrial) + (\$100 per cfs x 3.68 mining)
= \$786
Claim 9 (11-2102): \$50 flat fee + (\$100 per cfs x 2.22 industrial) = \$272
Claim 10 (11-2107A): \$50 flat fee + (\$100 per cfs x 1 industrial) = \$150
Claim 11 (11-2107B): \$50 flat fee + (\$100 per cfs x 1.6 industrial) = \$210
Claim 12 (11-2141): \$50 flat fee + (\$100 per cfs x 4.35 industrial) = \$485
Total: \$2,453.00

Please file the originals and email the claim numbers assigned to tessa@racineolson. Thank you for your assistance. Please contact us if you have any questions.

Sincerely,


TESSA SPARROW
Paralegal

Enclosures

c: Jason Maughan, P4 Production, L.L.C.



201 E. Center Street / P.O. Box 1391
Pocatello, Idaho 83204
(208)232-6101 - Phone
(208)232-6109 - Fax

racineolson.com

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