

RECEIVED

NOV 06 2023

DEPARTMENT OF  
WATER RESOURCESSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**STATEMENT OF COMPLETION**  
FOR SUBMITTING PROOF OF BENEFICIAL USE

## FOR OFFICE USE ONLY

Amt. of Fee \$ 50.00Receipt No. C117303Received By KMDate Received 11.6.2023

The Idaho Department of Water Resources (Department) considers this form a statement that the permit holder(s) applied water to beneficial use and completed development of a water right to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner (CWRE).** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, complete a Notice of Change in Water Right Ownership form. If you wish to relinquish your permit because you have not established the authorized water use and are not applying for an extension, please notify the Department in writing.

- Permit No. 21-13288 Name of Permit Holder(s) David J & James F Hagenbarth  
Telephone No. 406 683-2163 Email hagenbarthj@msn.com  
Mailing Address PO Box 1128 City Dillon State MT Zip 59725
- Source of Water Taylor Creek If Ground Water (well), Date Drilled mo. \_\_\_\_ / yr. \_\_\_\_  
Drilling Permit/Tag No. \_\_\_\_ Drilling Company's Name \_\_\_\_
- Extent of use(s) completed as authorized by the water right permit:  
Domestic (No. households) \_\_\_\_ Irrigation (No. acres) \_\_\_\_ Stockwater (No. and stock type) 600 range cattle  
Other \_\_\_\_
- Total diversion rate or volume (storage only) for which proof is submitted .02 CFS cfs OR \_\_\_\_ af  
*If the total developed water use is 5 acres of irrigation or less, is stockwater storage of 14.6 acre-feet or less, or has a diversion rate of less than 0.24 cfs, attach a map of the place of use and point of diversion and photographs showing beneficial use.*
- Describe the diversion and delivery system from the water source to the use (pump, lift, irrigation method, etc.)  
6 Foot wood pin & plank headgate with a 36 inch slotted metal culvert, 2" gate valve and 1000 ft. of 2" poly pipe to tire trough
- Permit condition compliance. Refer to the permit approval conditions and check all the items required, then check "Yes" or "No" to indicate whether the required items were established, submitted, and/or installed:  
Required? Yes No (If "Yes", attach required data, evidence of compliance, or evidence of installation)  

|                          |                                     |                                                                                                |
|--------------------------|-------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Ground water level data, pumping information, or other diversion data                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mitigation plan                                                                                |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Lockable controlling works                                                                     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Measuring device                                                                               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fish screen                                                                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other requirements of the water right permit <u>Upon Specific Notification Lockable device</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reasonably Anticipated Future Needs ("RAFN") Municipal use                                     |

If RAFN Municipal use, additional increment of beneficial use developed? ☐ Yes (attach CWRE report) ☐ No
- Fee Enclosed \$ 50 or ☐ CWRE field report attached or ☐ No fee required  
*See fee schedule on page 3 of the instructions. Proof statements filed without an appropriate fee are incomplete.*

- Person to contact to accompany a Department representative during the field examination of the water system:  
Name: Jim Hagenbarth Telephone No. 406 490-2121 Email hagenbarthj@msn.com  
Mailing Address PO Box 1128 City Dillon State MT Zip 59725

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

James F Hagenbarth

SIGNATURE OF PERMIT HOLDER\*

James F. Hagenbarth - Tenant/IC

PRINTED NAME AND TITLE

11/2/23

DATE

\*Attach power of attorney if completing on behalf of permit holder.

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DEPARTMENT OF  
WATER RESOURCES

Water Intake Structure, Pipeline Easement  
For  
Stockwater diverted from Taylor Creek

Explanation:

Hagenbarth has applied for a stockwater diversion out of Taylor Creek which is a tributary to sinks. (During high flows Taylor Creek may reach Sheridan Creek, but most of the year it just sinks. Natural Guardian's (NG) water right on Taylor Creek says it is a tributary to sinks). I filed the application in November of 2020. The Idaho Department of Water Resources (IDWR) gave it an Application for Permit No. 21-13288. Before I filed this application I contacted the representative of NG to see if they were agreeable to this filing and they were. I sent a copy of this filing to their water right attorney, Robert Harris in Idaho Falls. The IDWR advertised this filing and received no objections, but they need a letter of permission for access from NG before they can issue the permit. I have recently contacted Dave Dance of NG and he asked that I send him the papers he could sign. I think it is important to enter into a formal agreement for everyone's sake and consequently I am asking that you draw up an easement document similar to the one you made for a similar situation with Wayne Siren for a pipeline in May of 2011.

Basically we will place an upright culvert off stream for a sump and construct a 4 foot throat headwall used to back up the water two feet in elevation to fill the sump when in use. 2 inch plastic pipe will be buried 2 feet deep and run from sump for 1000 feet to a 12 foot rubber tire trough with a 2 inch float valve. Water would only be diverted when cattle are in the field and a 2 inch float valve would deliver water to the trough when cattle are drinking. In late fall a 2gpm flow control nozzle may be used to prevent freezing. Please see application for more details, but easement only needs to allow maintenance access to diversion structure and pipeline for maintenance. A 20 foot easement (10 feet on each side from center line) is all that is needed. This easement should be specific to this one use and should cease if the project is ever abandoned. Diversion infrastructure in creek will be removed if project is abandoned. Location of easement is indicated by general description and burial of pipe. All disturbance will be seeded and any weed infestations will be managed by grantee. You may have some more questions.

Specifics:

Grantor:

Natural Guardian LLC  
4609 W. 65<sup>th</sup> S.  
Idaho Falls, Idaho 83402

Grantee:

David J. Hagenbarth and James F. Hagenbarth  
PO Box 1128  
Dillon, MT 59725

Point of Diversion on NG land. NWNWSW, Section 5, 13N,41E Clark County, Idaho  
Pipe line runs for 1000 feet in a southwesterly direction across NG land in the NWNWSW of  
Section 5, T13N,R41E to trough on Hagenbarth land located in the SENESE of Section 6,  
T13N,R41E.

Documents included for reference

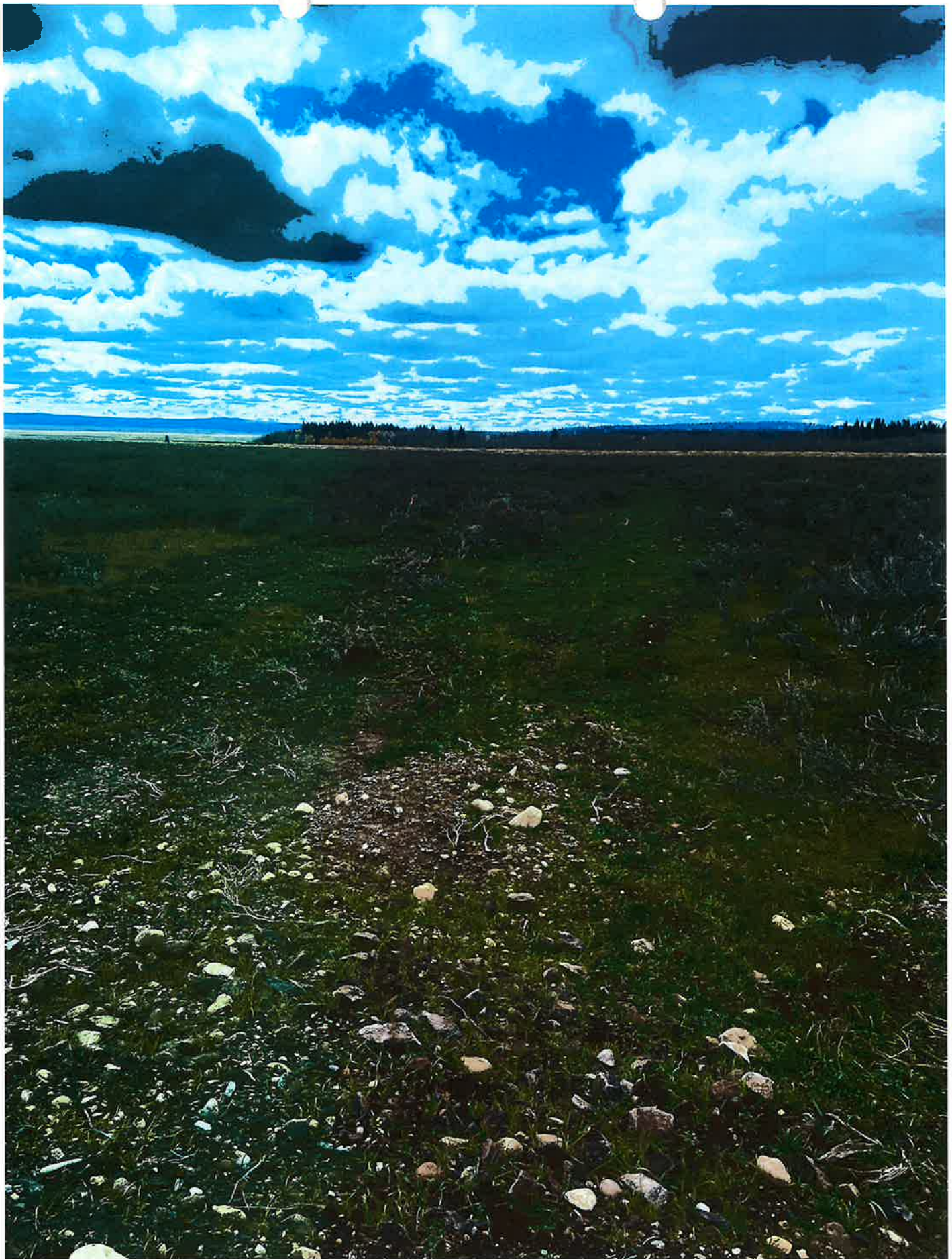
Siren water pipeline easement-2011 Use for some of the language in easement  
Natural Guardian road easement-2012 (use address above under specifics) Use for proper  
Grantor name and Idaho notary format. Do not use address.  
Permit application #21-13288- use for reference on locations of POD, trough and pipe line  
Letter from IDWR for permit #

Thanks,

Jim Hagenbarth



21-13288  
TAYLOR CREEK STOCK WATER  
DIVERSION STRUCTURE  
HAGENBARTH



TAYLOR CREEK STOCKWATER 26-13288 PIPELINE  
HAGENBARTH



Sent from my iPhone

WATER TANK

21-13288  
TAYLOR CREEK STOCK WATER  
HAGENBARTH

# Taylor Creek Stockwater 21-13288

Write a description for your map.

- Legend**
-  Pipeline
  -  POD, Headgate and collection culvert
  -  Taylor Creek Stockwater Development
  -  Tire Trough

Pipeline

POD, Headgate and collection culvert

Tire Trough

Clark County Rd



After recording, please return document to:  
Bloomquist Law Firm, P.C.  
P.O. Box 1418  
Dillon, MT 59725

### PIPELINE EASEMENT AGREEMENT AND GRANT OF EASEMENT

THIS EASEMENT AGREEMENT AND GRANT OF EASEMENT ("Easement" or "Agreement") is made and entered into this 5<sup>th</sup> day of August, 2021, by and between **Natural Guardian, LLC**, 4609 W. 65<sup>th</sup> S., Idaho Falls, Idaho 83402, hereinafter referred to as "Grantor," and **David J. Hagenbarth and James F. Hagenbarth**, of P.O. Box 1128, Dillon, Montana 59725, hereinafter referred to as "Grantees."

#### WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in Clark County, Idaho, described as follows:

#### **NWNWSW of Section 5, Township 13 North, Range 41 East**

WHEREAS, Grantees are the owners of certain real property located in Clark County, Idaho described as follows:

#### **SENESE of Section 6, Township 13 North, Range 41 East**

WHEREAS, Grantees wish to obtain an easement for a diversion structure and buried water pipeline which will cross the Grantors property generally described above and Grantor is willing to grant such an easement to the Grantees for the benefit of the Grantees property generally described above;

NOW, THEREFORE, for and in consideration of the mutual covenants made and set out herein, the parties agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantees, their heirs, assigns, and successors a 20-foot exclusive, perpetual easement, over, across, and under Grantor's property for Grantee's diversion structure and water pipeline set forth in Grantee's Application for Permit No. 21-13288 for a water right from Taylor Creek, and as set forth and further described in this agreement.

2. The easement shall be twenty (20) feet in width and run over, across, and under Grantor's property in the NWNWSW of Section 5, Township 13 North, Range 41 East, Clark County, Idaho to a stock water tank located on Grantee's property in the SENESE of Section 6, Township 13 North, Range 41 East, Clark County, Idaho.

3. Grantee's plan to place an upright culvert off stream for a sump. A headwall will be used to back up the water to fill the sump when in use. A two-inch plastic pipe will be buried approximately two-feet deep and run from the sump for approximately 1,000 feet to a rubber tire trough with a float valve. Water will only be diverted when cattle are in Grantee's field. A control nozzle may be used to prevent freezing in the fall.

4. The water pipeline begins on Grantor's land in the NWNWSE, of Section 5, T13N, R41E and will run for approximately 1000 feet in a southwesterly direction across Grantor's land to the stock water trough on Grantee's land located in the SENESE of Section 6, T13N, R14E. Permit Application 21-13288 maps show the general location of the easement. The exact location is indicated by the general description above and burial of the pipeline.

5. The easement granted herein is solely for the purpose of access and to maintain and repair Grantee's diversion structure from Taylor Creek; and to access, maintain, and repair Grantees underground water pipeline used to convey water for stock water purposes. Grantees do not have the right to use the easement for any other purposes.

6. Grantor expressly grants to Grantees, their agents, heirs, assigns, and successors an easement for the right to enter upon the lands of the Grantor for the purpose of access, and to inspect, maintain, and repair Grantee's diversion structure and water pipeline within a twenty (20) foot strip whenever such activities are required. Grantee's means of access to the pipeline for purposes of construction, inspection, maintenance, and repair may be by motor vehicle, all terrain vehicle, pedestrian, or horseback.

7. All construction, maintenance, or repair of the easement shall be the obligation of the Grantees including gates and fencing if necessary. Grantees are responsible for weed control measures and the costs associated with weed control within the 20-foot water pipeline easement and the area disturbed by construction around the diversion structure.

8. Grantees will not permit any construction lien to attach to the Grantor's property because of any services or materials which the Grantees contract for in connection with making improvements, construction, maintenance or repair within the easement.

9. Should Grantee, their heirs, assigns, or successors cease to use the water and abandon the project for a period of five (5) continuous years, the easement will be deemed abandon. The diversion structure will be removed at Grantees expense.

10. This Agreement shall "run with the land" referred to herein and extend to and be binding upon the heirs, assigns, and successors of the Grantor and Grantees hereto except as further set forth. In the event Grantees property described herein is conveyed to other than Grantees heirs, or the Grantees assigns or successors are not family members related in fact to the Grantees herein, or are not members of a Grantees' family owned entity, Grantor, its assigns or successors may terminate this Agreement and the Easement if any conflict arises between the two property owners. Grantor, its assigns, or successors, shall give 60 day's written notice to the unrelated assigns or successors then owning Grantees property. After the 60 days' notice expires, Grantor, its assigns or successors, must record a Notice of Termination of Agreement and Easement with the Clerk and Recorder in Clark County, Idaho, to effectuate termination of the Agreement and the Easement.

11. Grantees agree to indemnify and hold Grantor harmless from any claim of injury to persons or property resulting from use of said easement by Grantees, their agents, heirs, and successors. If any claim of injury was caused by the Grantor's negligence, then the Grantee's liability under this provision will be reduced in proportion to the Grantor's contributory negligence.

12. This agreement and the easement which is the subject of this agreement may only be modified in writing and signed by each party. Any attempt to transfer or assign this easement or any interest in this easement for the benefit of land other than the Grantee's property described above without the written consent of Grantor and Grantees, will be void, and will have no force and effect.

13. This Agreement shall be recorded with the Clark County Clerk and Recorder's office, Dubois, Idaho.

Grantor: Natural Guardian, LLC

Grantees:

By: [Signature]

[Signature]  
David J. Hagenbarth

Its: PRESIDENT OF ITS MANAGER

[Signature]  
James F. Hagenbarth

STATE OF IDAHO  
COUNTY OF CLARK

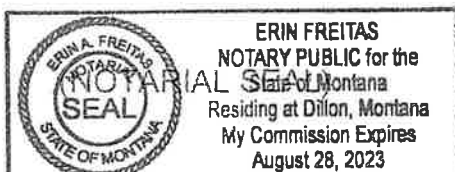
This instrument was signed or acknowledged before me on this 20 day of AUGUST, 2021, by DUSTIN BARTON, known to me or proved to me to be the PRESIDENT OF MANAGER of Natural Guardian, LLC.



[Signature]  
Notary Signature

STATE OF MONTANA  
COUNTY OF BEAVERHEAD

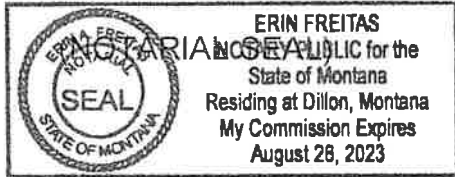
This instrument was signed or acknowledged before me on this 5<sup>th</sup> day of August, 2021, by **David J. Hagenbarth**, known to me or proved to me to be the person whose name is subscribed within this instrument, and acknowledged to me that he executed the same.



[Signature]  
Notary Signature

STATE OF MONTANA  
COUNTY OF BEAVERHEAD

This instrument was signed or acknowledged before me on this 5<sup>th</sup> day of August, 2021, by **James F. Hagenbarth**, known to me or proved to me to be the person whose name is subscribed within this instrument, and acknowledged to me that he executed the same.



Erin A. Freitas  
Notary Signature