

**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

Ident. Number: 13-2297
Date Received: 7/3/2025
Receipt No: P000044
Claim Fee: \$164.00
Received By: MB

RECEIVED

JUL 03 2025

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

IDWR/Preston

1. Name of Claimant(s)

MARK L AND KAREN K FAMILY TRUST
12235 N HWY 34
PRESTON ID 83263

Phone: (208) 547-7161

2. Date of Priority: 4/6/1956

3. Source:

ROCKY CANYON CREEK

Trib. to:

COTTONWOOD CREEK

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
13S	40E	3	SW NW		FRANKLIN	

5. Description of diverting works:

Water pumped from reservoir to irrigate north and south fields. The pumping has not occurred since it was in CRP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
IRRIGATION FROM STORAGE	06/01	09/30			40
IRRIGATION STORAGE	01/01	12/31			40

7. Total Quantity Appropriated is:

C.F.S. and/or 40 A.F.A.

8. Non-irrigation uses:

9. Place of use:

IRRIGATION FROM STORAGE within FRANKLIN County

Township	Range	Section	¼	of	¼	Lot	Acres
12S	40E	33	SE		SE	1	0.1
12S	40E	34	SW		SW		11
13S	40E	3	NE		NW	3	0.1
13S	40E	3	NW		NW	4	41
13S	40E	3	SW		NW		22
13S	40E	3	NW		SW		5.3
13S	40E	4	NE		NE	1	0.5
13S	40E	4	SW		NE		0.7

13S	40E	4	SE	NE	24
13S	40E	4	NE	SE	8.7
13S	40E	4	NW	SE	0.3

Total Acres = 113.7

IRRIGATION STORAGE within FRANKLIN County

Township	Range	Section	¼	of	¼	Lot	Acres
13S	40E	3	SW		NW		
13S	40E	4	SE		NE		

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

12. Remarks:

Priority Date Explanation:

This is the licensed priority date. This property has been in CRP since 86. The place of use is where irrigation has always happened.

13. Basis of Claim: License

14. Signature(s)

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

Number of attachments: _____

For Organizations:

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

Trustee _____ of MARK L AND KAREN K FAMILY TRUST _____
Agents 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 Mark L. Andreasen Date 7-3-25

Printed Name of Authorized Agent Mark L. Andreasen

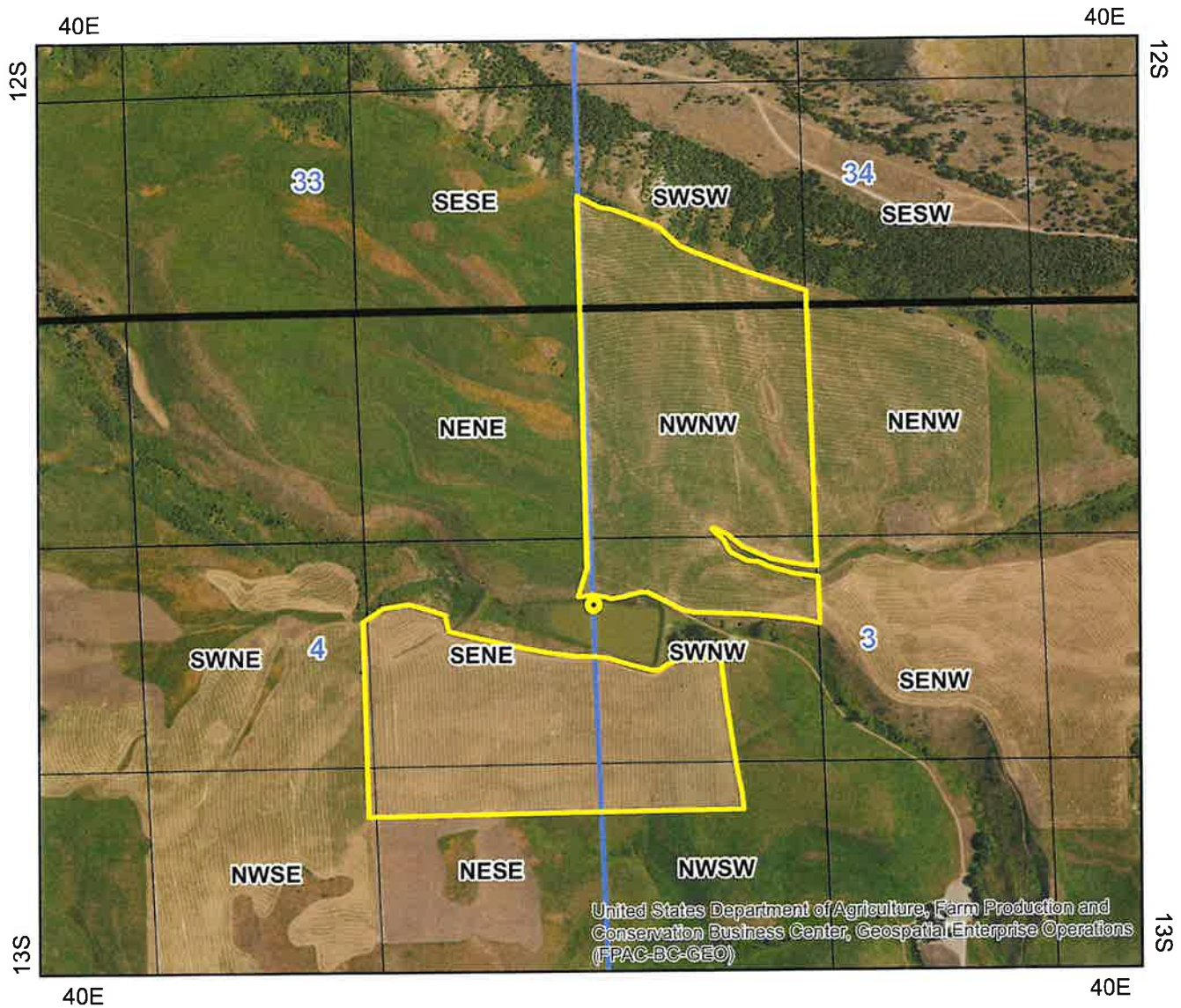
State of Idaho
Department of Water Resources
Adjudication Claim

13-2297

Mark L And Karen K Family Trust

July 03, 2025

Irrigation from Storage



0 0.125 0.25 0.5 Miles

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



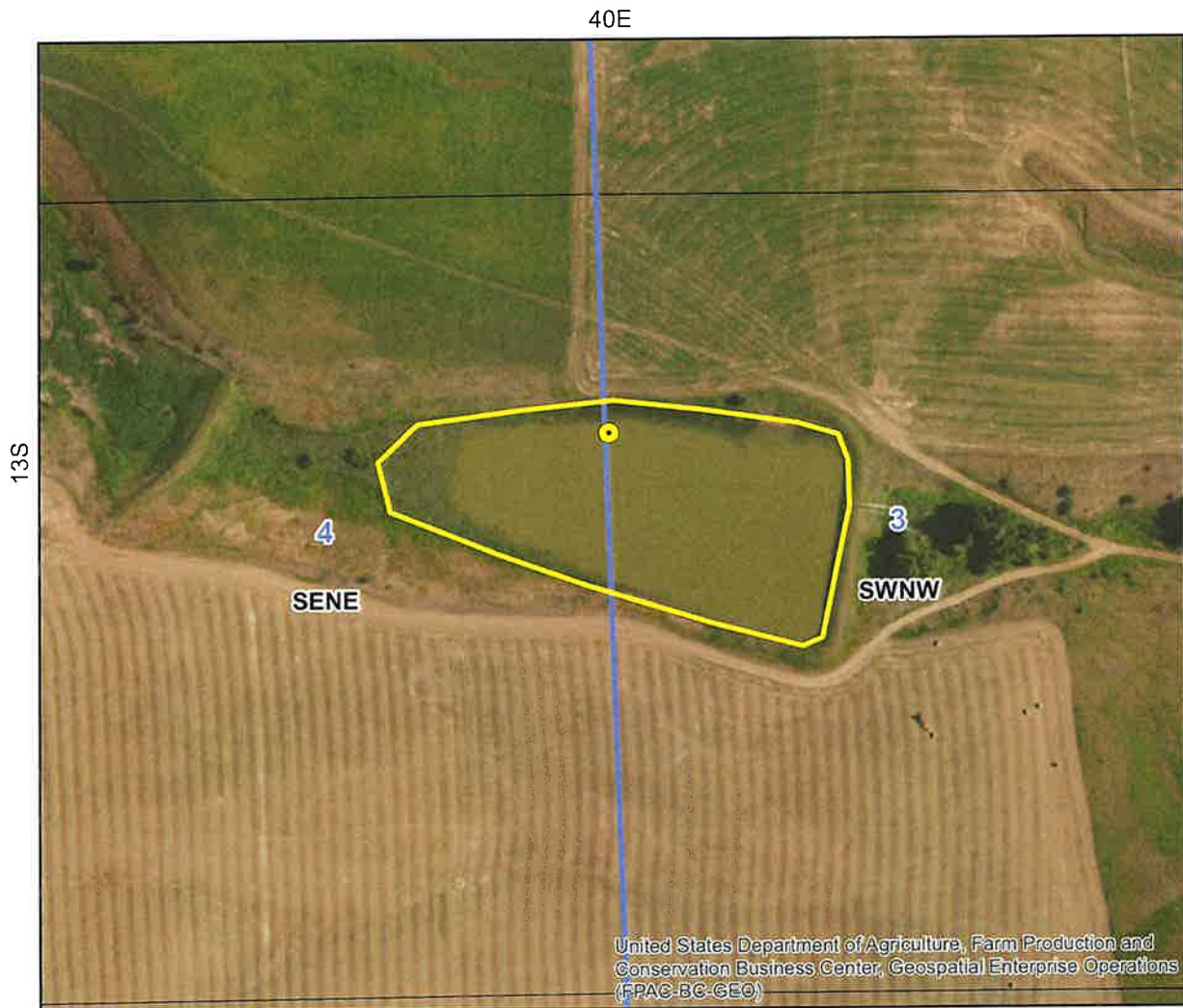
State of Idaho
Department of Water Resources
Adjudication Claim

13-2297

Mark L And Karen K Family Trust

July 03, 2025

Irrigation Storage



0 0.035 0.07 0.14 Miles

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



Prepared By: Pacheco, Jose

9

[illegible]

CONSERVATION PLAN SCHEDULE OF OPERATIONS

[illegible]

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a (Soil and Water Conservation); 16 U.S.C. 590b (Agriculture Conservation); 15 U.S.C. 590b (Great Plains); 30 U.S.C. 1233 et seq. (Rural Abandoned Mine Reclamation); 33 U.S.C. 1283 et seq. (Rural Clean Water). The Food Security Act of 1985, Public Law 99-198, and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1. NAME <i>Anderssen, Dee</i>		2. COUNTY <i>Franklin</i>		3. STATE <i>Iowa</i>		4. CONTRACT OR AGREEMENT NO. <i>Ascs #1</i>		5. TOTAL ACRES UNDER CONTRACT <i>11079</i>					
ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST SHARE BY YEAR (For Noncost Share Items Show Units)							REF.
						1987	1988-96	19	14	19	15	19	
6	7	8	9	10	11	12	13	14	15	16	17		
		Total Cost-Share by Year:				\$ 50,963.40	\$ -0-	\$	\$	\$	\$		
		Total Contract Cost-Share:				\$ 50,963.40							

NOTES:

- All items numbered in column 6 must be carried out as a part of this contract to prevent violation.
- When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
- Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
- All cost share rates in column 11 are based on average cost with the following exceptions:
 - AA = Actual costs not to exceed average cost.
 - FR = Flat rate.
 - NC = Non cost-shared.
 - AM = Actual cost not to exceed a specified maximum.
- Modifications will be referenced by number in column 17.
- By signing, the participant acknowledges receipt of this conservation plan including the SCS-CPA-11 and SCS-CPA-11B and agrees to comply with the terms and conditions hereof.

18. CERTIFICATION OF PARTICIPANTS		DATE		SIGNATURE		DATE		SIGNATURE	
SIGNATURE <i>X [Signature]</i>		DATE <i>9-2-86</i>		SIGNATURE <i>[Signature]</i>		DATE <i>9-2-86</i>		SIGNATURE <i>[Signature]</i>	
19. REVIEWING OFFICIALS SIGNATURES									
DISTRICT CONSERVATIONIST-TECHNICAL ADEQUACY CERTIFICATION					APPROVED BY (Signature of Conservation District Representative)				
<i>[Signature]</i>					<i>[Signature]</i>				
DATE <i>9-2-86</i>					DATE <i>9-16-86</i>				

SCD
CONSERVATION PLAN REVIEW
CHECK SHEET
FOR
CONSERVATION RESERVE PROGRAM

NAME: DEE ANDREASEN
SCD: FRANKLIN

1. SCS has determined land is eligible
 - a. ☒ Capability Class II - V and eroding more than three times the soil loss tolerance
Yes ☒ No ☐
(T is 2 tons/acre)
(Loss is 16.0 tons/acre)
 - b. ☐ Capability Class VI - VIII
Yes ☒ No ☐
 - c. ☐ A Combination of a. and b.
2. The conservation plan is for 10 years
Yes ☒ No ☐
3. The conservation plan schedules the seeding or planting for the first planting season following the contract signature
Yes ☒ No ☐
4. Conservation plan acres compare with ASCS-578 Report of Acreage
Yes ☒ No ☐
5. District Conservationist has signed the conservation plan certifying that the planned treatment is compatible with the local field office technical guide
Yes ☒ No ☐
6. Farmer has signed the conservation plan
Yes ☒ No ☐
7. All signatures have dates
Yes ☒ No ☐

CRP-1
(02-21-86)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation1. ST. & CO. CODE & C/D
2. CONTRACT NO.
3. FARM NO.

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): The authority for requesting the information to be supplied on this form is the Food Security Act of 1985, P.L. 99-198, and the regulations promulgated thereunder (7 CFR Part 704) and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate, or administrative tribunal. Furnishing of the Social Security Number (SSN) is mandatory. Furnishing all other information is voluntary; however, failure to furnish the correct, complete information requested will result in rejection of the offer to enter into the contract.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners and operators (referred to as "Owner" and "Operator", respectively) on the farm identified above (referred to as "Farm") for the fields and acres (referred to as "designated acreage") identified in Items 8-17 below and on the CRP-1A Addendum, as applicable. The Owner and Operator agree to place the designated acreage into the Conservation Reserve Program ("CRP") for a period of 10 crop years from the date the Contract is executed by the CCC. The Owner and Operator also agree to implement on such designated acreage the Conservation Plan developed for such designated acreage and approved by the applicable local conservation district based upon the conservation practices identified in Items 10 and 15 below and in Items 4 and 9 on the CRP-1A Addendum or such other conservation practices as are identified in the Conservation Plan and agreed to by the Owner and Operator. The Owner and Operator and CCC agree to comply with the terms and conditions contained in this Contract and contained in the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, each Owner and Operator acknowledges that a copy of the Appendix has been provided to the Owner and Operator and that the Owner and Operator has signed the last page of such Appendix which will be kept on file in the County Agricultural Stabilization and Conservation Service (ASCS) Office. By signing below, the Owner and Operator also agree to allow CCC a period of 30 days from the close of the applicable signup period to accept this Contract and agree to pay liquidated damages in an amount specified in the Appendix if the Owner and Operator do not allow CCC such 30-day period in which to execute this Contract.

4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS		SHARE	SSN	SIGNATURE		DATE
		%				
B. OWNER NAME AND ADDRESS		SHARE	SSN	SIGNATURE		DATE
		%				
C. NAME AND ADDRESS		SHARE	SSN	SIGNATURE		DATE
		%				
D. NAME AND ADDRESS		SHARE	SSN	SIGNATURE		DATE
		%				

5. ACRES FOR CRP				6. RENTAL RATE PER ACRE		7. CONTRACT PERIOD			
				\$		FROM		TO	
1107.9				4.1		1987		1996	
TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
101A	A ✓		19.9	2	101A	16		5.2	
	B ✓		26	2		14		11.5	
	C ✓		17.1	2		15		11.3	
	D ✓		51.0	2		16		14.1	
	E ✓		67.7	2		17		13.6	

18. ANNUAL PAYMENT

19. CCC USE ONLY - Payments according to the shares are approved.

CCC REPRESENTATIVE'S SIGNATURE

DATE

Don C. Workman 7312

9-18-86

163.7 OPERATOR COPY

CRP-1A Addendum
 (02-21-86)

 U.S. DEPARTMENT OF AGRICULTURE
 Agricultural Stabilization and Conservation Service
 Commodity Credit Corporation

ADDENDUM TO THE CONSERVATION RESERVE PROGRAM (CRP) CONTRACT
NOTE:

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1. Each owner and operator who has signed the CRP-1 Contract shall initial below to acknowledge that the Addendum is hereby incorporated as a part of the CRP-1 Contract.

INITIALS	INITIALS	INITIALS	INITIALS	INITIALS
A.				
B.				
C.				
D.				

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
2	3	4	5	6	7	8	9	10	11
105A	✓ M	(P)	10.9		105A	✓ GG	(P)	19.4	
	✓ N		31.4			✓ H H		5.2	
	✓ P		99.7			✓ I I		131.2	
	✓ R		24.3		126A	✓ A		~~31.7~~	
	✓ Q		43.7			✓ B		31.7	
	✓ S		63.3			✓ C		159.4	
	✓ T		30.0			✓ D		6.5	
	✓ U		4.5			✓ E		6.2	
	✓ V		49.5			✓ F		23.2	
	✓ W		14.3					435.5	
	✓ X		.5						
	✓ Y		7.5						
	✓ Z		5.3						
	✓ A A		2.9						
	✓ B B		1.1						
	✓ C C		4.9						
	✓ D D		11.2						
	✓ E E		6.5						
	✓ F F		20.1						

OPERATOR COPY

CRP-1
(02-21-86)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation1. STATE & CO. CODE &
C/D

2. CONTRACT NO.

3. FARM NO.

CONSERVATION RESERVE PROGRAM CONTRACT

16-041-7

A-201

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4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS		SHARE	SSN	DATE	
All attached		100 %	519-10-8021-6	8-7-86	
B. OWNER NAME AND ADDRESS		SHARE	SSN	DATE	
		%			
C. NAME AND ADDRESS		SHARE	SSN	DATE	
		%			
D. NAME AND ADDRESS		SHARE	SSN	DATE	
		%			

5. ACRES FOR CRP				6. RENTAL RATE PER ACRE		7. CONTRACT PERIOD	
				\$		FROM	TO
1107.9				44	.75	1987	1996

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
108A	A	✓	19.9		108A	✓E		8.2	
	B	✓	2.6			✓H		18.5	
	C	✓	19.1			✓I		18.3	
	D	✓	54.4			✓K		14.6	
	E	✓	67.7			✓L		13.6	

18. ANNUAL PAYMENT	19. CCC USE ONLY - Payments according to the shares are approved.	CCC REPRESENTATIVE'S SIGNATURE	DATE
		Don C. Workman	9-18-86

OWNER COPY

CRP-1A Addendum
 (92-21-86)

 U.S. DEPARTMENT OF AGRICULTURE
 Agricultural Stabilization and Conservation Service
 Commodity Credit Corporation

ADDENDUM TO THE CONSERVATION RESERVE PROGRAM (CRP) CONTRACT
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INITIALS	INITIALS	INITIALS	INITIALS	INITIALS
A. <i>S T A</i>				
B.				
C.				
D.				

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
2	3	4	5	6	7	8	9	10	11
108A	✓M	CP1	10.9		108A	✓GG	CP1	19.4	
	✓N		31.4			✓HH		8.2	
	✓P		99.7			✓II		131.2	
	✓Q		24.3		126A	✓A		~~49.7~~ ~~31.7~~	121.2
	✓R		43.7			✓B		31.7	
	✓S		63.3			✓C		159.4	
	✓T		30.0			✓D		6.8	
	✓U		4.5			✓E		6.2	
	✓V		49.8			✓F		23.2	
	✓W		14.3					~~435.8~~	
	✓X		.5						
	✓Y		7.8						
	✓Z		8.3						
	✓AA		2.9						
	✓BB		1.1						
	✓CC		4.9						
	✓DD		11.2						
	✓EE		6.5						
	✓FF		20.1						

OWNER COPY