

**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: 11-531 D

Date Received: 5/21/2026

Receipt No: P000737 + P002223

Claim Fee: \$100.00 By: CA

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

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						15.8	23	1.2									40

Parcel no(s). 09S41E100310 Total number of acres irrigated 50

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

If applicable provide IDWR Water Right Number 11-531D

Chance Canal Co

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 4/13/2026

Address PO Box 1391, Pocatello, Idaho 83204-1391, tj@racineolson.com

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

Claim ID _____

HOW YOU WILL RECEIVE NOTICES IN THE BEAR RIVER BASIN WATER SYSTEM ADJUDICATION

All documents filed in the Bear River Basin Water System Adjudication, other than notices of claim, are filed with the court. Notices of claim to water rights filed in the Bear River Basin Water System Adjudication are filed with the Idaho Department of Water Resources (IDWR). Copies of all documents filed in the Bear River Basin Water System Adjudication will not be mailed to all parties (claimants) in the adjudication. Any document filed with the court will be mailed only to those parties who may be directly affected by it.

A monthly docket sheet is prepared by the court, which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Bear River Basin Water System Adjudication. Copies of a monthly docket sheet may be obtained from any of the offices of IDWR; a small fee may be charged to cover the cost of mailing and/or copying. If you wish to receive an annual subscription of the docket sheet printed each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee by the court to cover the cost of copying and mailing. The docket sheet is also available on the court's web site at:

<http://www.srba.idaho.gov/BRBA20.HTM>

Copies of any document listed on the docket sheet may be obtained from any of the IDWR offices or the court and a small fee may be charged to cover the cost of mailing and/or copying the document.

Copies of all notices of claim filed with IDWR will be available for inspection at all IDWR offices. You may also obtain copies of the notices of claim filed by other claimants, but you may be charged for the cost of copying and mailing. A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.

After the notices of claim have been reviewed, the director will prepare and file a Director's report with the court that will contain the Director's recommendations as to each water right claimed under state law and a copy of each federal reserved water right claimed. A Director's report will be prepared for all claims filed in the Bear River Basin Water System Adjudication. When this report is filed with the court, you will be mailed a notice informing you that the report has been filed. The notice will be sent to the most recent address shown by IDWR's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way another claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection.

It is very important that you inform IDWR in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by IDWR or the court.

If you are acquiring property with water rights within the boundaries of the Bear River Basin Water System Adjudication in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of IDWR whether a notice of claim has been filed. If you fail to file a required notice of claim for a water right, that water right may be determined to no longer exist.

If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with IDWR. You may contact IDWR regional offices or the IDWR web site <http://www.idwr.idaho.gov/> for change of ownership forms. The notice of change in ownership form must be accompanied by evidence of the ownership of the property. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by IDWR or the court.

Current Owner	P4 PRODUCTION LLC	PO BOX 810	SODA SPRINGS	ID	83276-0010
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

the field headgate for irrigation of the lands above.

304 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 :

Enlargment Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

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

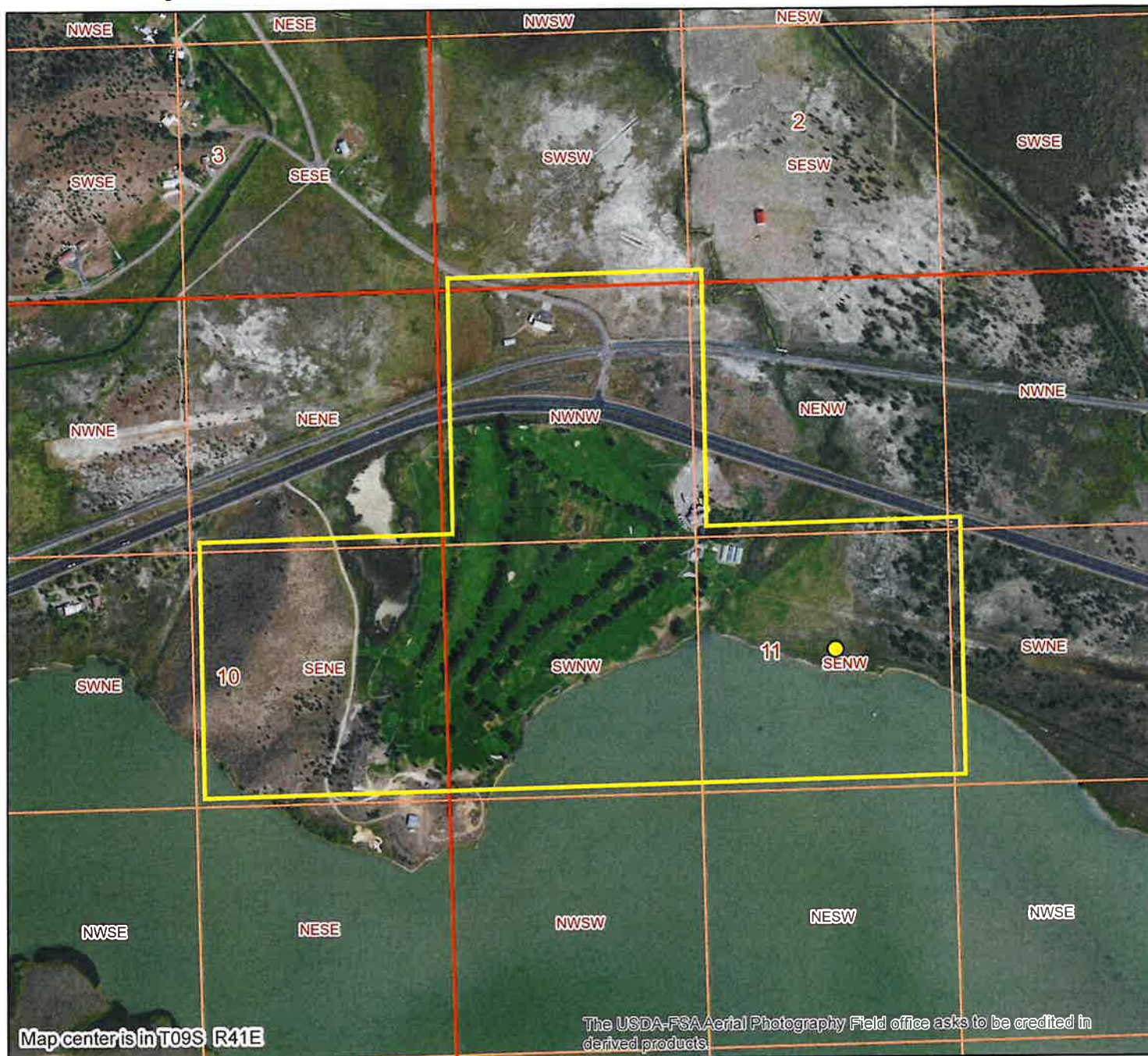
State of Idaho
Department of Water Resources

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 8/28/2023



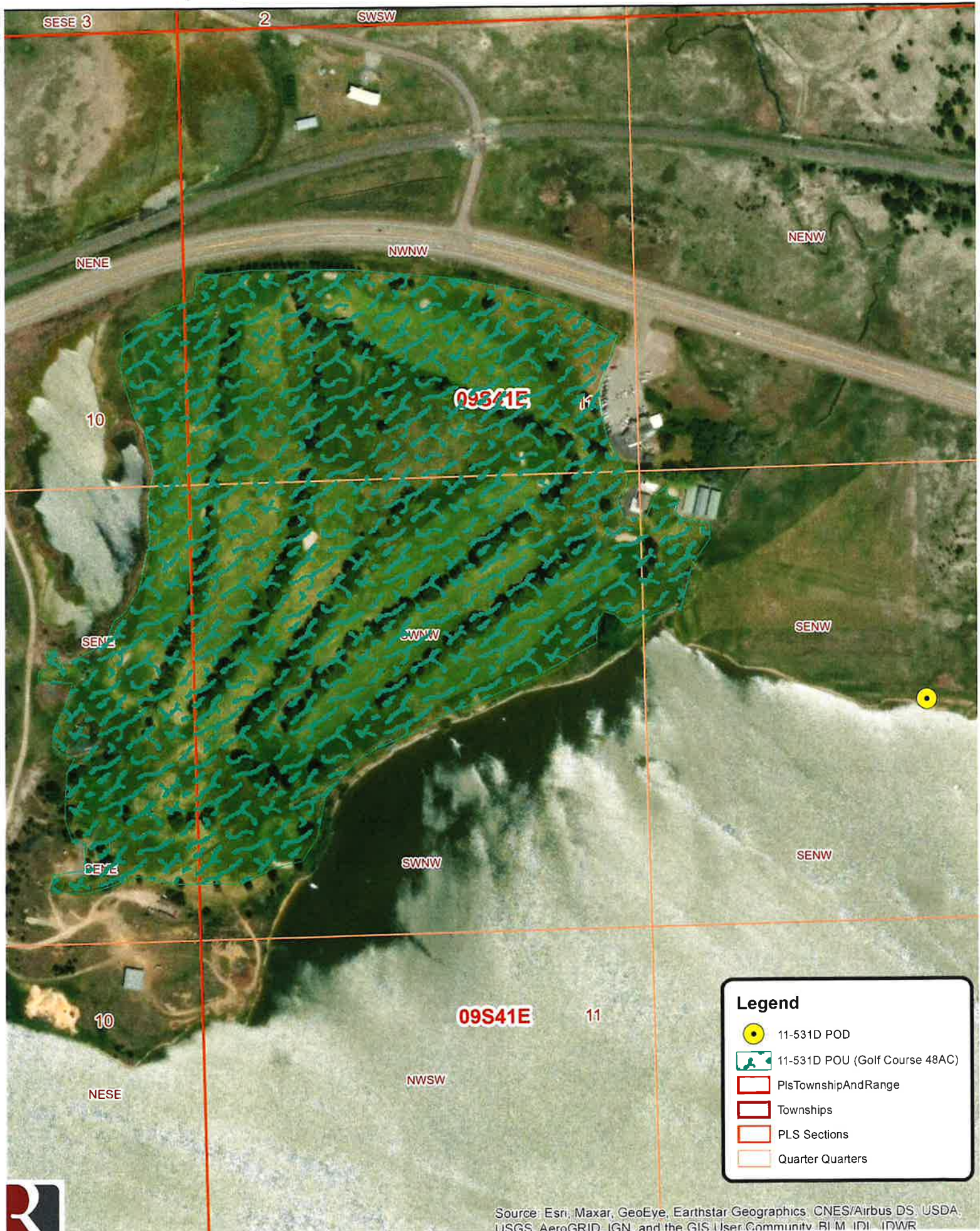
Legend

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



P4 Production, L.L.C.

P4 Production LLC - WR 11-531D POU & POD



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	* <u>1.00 cfs/197.4 AF</u>
*(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

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,

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 *James J. Kaimowitz* *WJX*
Name: James J. Kaimowitz
Title: VICE PRESIDENT
Date: 4-22-99

LESSEE:
OREGON TRAIL GOLF COURSE OF
SODA SPRINGS, IDAHO

By *Billy J. Harris*
Name: BILLY J HARRIS
Title: President
Date: 31 March 1999

ATTEST:

LEASE OF WATER RIGHTS - 3

MICROFILM

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ATTACHMENT 32 OF 32



April 17, 2026

RECEIVED

APR 24 2026

IDWR/Preston

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

**Re: Amended Claim 11-531D
Notice of Change in Water Right Ownership**

To whom it may concern:

Enclosed please find for filing an Amended Claim of Water Right 11-531D, together with a check in the amount of \$2 for the filing fee. This claim is being amended to correct the amount of the total irrigated acreage.

Also enclosed for filing please find a Notice of Change in Water Right Ownership for all claims filed on behalf of P4 Production, L.L.C. P4 Production, L.L.C. has changed its name to Ruveon LLC.

Please file the originals and email a file stamped copy of the Amended Claim and Notice of Change in Water Right Ownership to tessa@racineolson.com. Thank you for your assistance. Please contact us if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tessa Sparrow', is written over a light blue horizontal line.

TESSA SPARROW
Paralegal

Enclosures

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