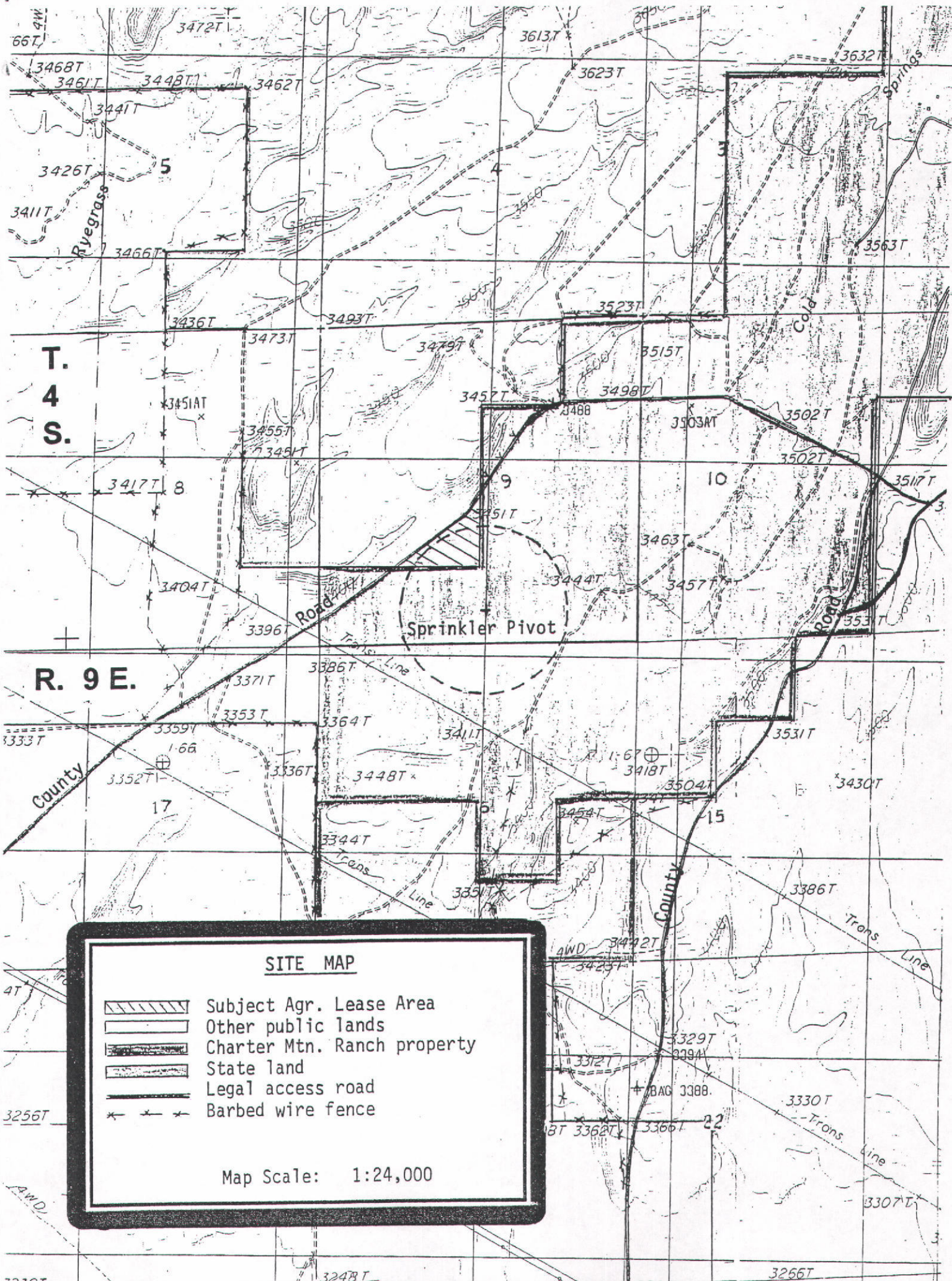




IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

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

CIVIL CASE NUMBER: 39576

Ident. Number 61-2095B
Date Received: 12/7/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

UNITED STATES OF AMERICA ACTING THROUGH Phone: (208)373-4000

USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
1387 S VINNELL WY
BOISE ID USA 837091657

2. Date of Priority: 03/07/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot		County	Type
04S	09E	3	SE	SW	ELMORE	
04S	09E	10	NW	NW	ELMORE	

5. Description of diverting works:

WELL W/PUMP & PIPELINE TO PLACE OF USE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.16	

7. Total Quantity Appropriated is:

0.16 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04S	09E	10	NW	NW	IRRIGATION	12
			NE	NW	IRRIGATION	4
					Section Acres	16
					Total Acres	16

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336, 00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO. 61-07393.

COMBINED WITH A61-02095A. SEE A61-02095.

CHANGE OF OWNERSHIP 5/8/1997 MTS

15. Basis of Claim: License

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A61-02095B
Date Received: 12/ 7/1989
Receipt No: X777777
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHARTER MOUNTAIN RANCH, INC
Address: PO BOX 1656
ST CROIX VI 00851

2. Date of Priority: MAR 7, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	09E	3		SE	SW		ELMORE
		10		NW	NW		ELMORE

5. Description of diverting works:
WELL W/PUMP & PIPELINE TO PLACE OF USE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.160		

7. Total Quantity Appropriated is:
0.160 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 48.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	09E	10	NE	NW		IRR	4.0
			NW	NW		IRR	12.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	16.0
					Total Acres	16.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
SEE REMARKS.

14. Remarks:

OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336, 00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO. 61-07393.

THIS CLAIM IS A RESULT OF A SPLIT OF CLAIM A61-02095 THAT CAME ABOUT AS A RESULT OF A FIELD EXAMINATION AND CLAIM REVIEW THAT REVEALED THERE WERE MAJOR CHANGES IN THE ORIGINAL LICENSE THAT ARE RECOGNIZED AS ACCOMPLISHED TRANSFERS.

CHANGE OF OWNERSHIP 5/8/1997 MTS

15. Basis of Claim: LICENSE

Water Right Number: 23876

16. 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 Snake River Basin 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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

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

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A61-02095B

Date Received: 12/ 7/1989

Receipt No: ~~W006957~~ 77777

Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: WH MCGREW 208-366-2480
Address: PO BOX 965
GLENNS FERRY ID 83623
OR
Name: HELEN B MCGREW 208-366-2480
Address: PO BOX 965
GLENNS FERRY ID 83623

2. Date of Priority: MAR 7, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	09E	3		SE	SW		ELMORE
		10		NW	NW		ELMORE

5. Description of diverting works:
WELL W/PUMP & PIPELINE TO PLACE OF USE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.160		

7. Total Quantity Appropriated is:
0.160 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 48.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	09E	10	NE	NW		IRR	4.0
			NW	NW		IRR	12.0
Section Acres							16.0
Total Acres							16.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
SEE REMARKS.

14. Remarks:

OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336, 00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO. 61-07393.

THIS CLAIM IS A RESULT OF A SPLIT OF CLAIM A61-02095 THAT CAME ABOUT AS A RESULT OF A FIELD EXAMINATION AND CLAIM REVIEW THAT REVEALED THERE WERE MAJOR CHANGES IN THE ORIGINAL LICENSE THAT ARE RECOGNIZED AS ACCOMPLISHED TRANSFERS.

15. Basis of Claim: LICENSE

Water Right Number: 23876

16. 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 Snake River Basin 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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

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

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

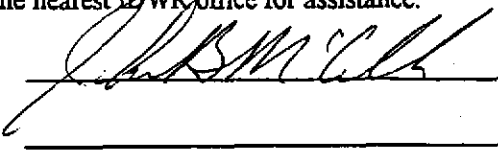
My Commission Expires _____

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

MAR 11 1997

Please print or type. Attach pages with additional information. Instructions are on the back of this page. **WATER RESOURCES
WESTERN REGION**
Incomplete forms will be returned.

1. Water Right Number(s) (LIST ATTACHED)
Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) WILLIAM H. MCGREW & HELEN BRANDT MCGREW
PO BOX 965 GLENNS FERRY, ID 83623
4. New Owner/Claimant(s) CHARTER MOUNTAIN RANCH, INC.
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address PO Box 1656
City, State and ZIP Code St Croix, USVI 00851
New Telephone Number () -
5. Date you acquired the property 3-7-97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s)  Date 3/7/97

Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by attorney.

AJ0743NP
(OD-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

11/14/98 12:03:22
Page 1

Water Right Number - A61-020958 Prefix Translation: ADJUDICATION CLAIM Old (D) Number - 23876

+ - - - - Last Name - - - - + + - - - - First Name - - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
COMBINED RIGHT

1 -
2 -
3 -
City- ST CROIX
Phone - 208-000-0000
State- VI Zip- 00851

*** O - ORIGINAL OWNER ***
WALKER

1 -
2 -
3 -
City- GLENN'S FERRY
Phone - 208-000-0000
1 - PO BOX 965
2 -
3 -
State- ID Zip- XXXXX

MCGREW

1 -
2 -
3 -
City- GLENN'S FERRY
Phone - 208-366-2480
1 - PO BOX 965
2 -
3 -
State- ID Zip- 83623

MCGREW

1 -
2 -
3 -
City- GLENN'S FERRY
Phone - 208-366-2480
1 - PO BOX 1656
2 -
3 -
State- ID Zip- 83623

CHARTER MOUNTAIN RANCH, INC

1 -
2 -
3 -
City- ST CROIX
Phone - 208-000-0000
State- VI Zip- 00851

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/07/1953 14 WESTERN 2 - SEE REMARKS

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +

GROUNDWATER
COMBINED RIGHT

SEE REMARKS

+ - - - - Point of Diversion - - - - - +

Twn Rng Sec Tract Lot Rflg County

04S 09E 3 SE SW (39) ELMORE
10 NW NW (39) ELMORE

+ - - - - Code Description Period From Period To Water Use Diversion Rate Diversion Volume

01 - IRRIGATION

03/15

11/15

0.160

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Consumptive Use - + + - - KW Usage - +
0.160 48.0

Water right number - A61-02095B

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Description	County
04S	09E	10	NE NW		4.0		01 IRRIGATION	(39) ELMORE
04S	09E	10	NW NW		12.0		01 IRRIGATION	(39) ELMORE

Total Acres: 16.0

+ - - Diversion Means - Well w/pump & Pipeline to Place of Use.

+ - - Non-Irrigation Use - NONE.

+ - - Other Rights for Same Use - SEE REMARKS.

	Remarks
GEN	OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336, 00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO. 61-07393.
	COMBINED WITH A61-02095A. SEE A61-02095. CHANGE OF OWNERSHIP 5/8/1997 MTS

6102095 Old Water Right Numbers

Conditions of Approval

+ - - -	- - - +	+ - - -	- - - +
Decree Plaintiff			
+ - - - Decree Defendant			
- - - +			
Decree Date			
00/00/0000			

+ + + + + Comments- + + + + +
No Comments Found

+ - - Audit Fields - - +
11/14/98 WSCHULTE

+ - - -	- - - -	- - - -	- - - -	- - - -	- Adjudication Rights Dates and Flags Area -	- - - -	- - - -
Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	-	39576	
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-		
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-		
Claim Received Date	- 12/07/1989	Last Amended Date	- 03/21/1997	Temporary Right	- P		
		Receipt Number	- X777777	Water District	-		
		PDU Ownership Flag	- Y	Federal/State Indicator	- S		
		Name Connector	- OR	Presumption Flag	-		
				Notice of Error Flag	-		

AJ0749NP
No. R61-02095B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 05/08/97
PAGE: 2

Remarks:

TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 307.5 AF.

EXP

RIGHT NO. XXXXXX IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.

Dates:

Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number:

Field Inspection Flag:
Presumption Flag:

Comments:

Date: 12/03/1996 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336,
00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO.
61-07393.

Date: 05/08/1997 User-ID: MSCHULTE Subject: CHANGE OF OWNERSHIP
CHANGE OF OWNERSHIP 5/8/1997 MTS

Audit:

05/08/97 MSCHULTE

AJ0749NP
No. R61-02095A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 12/04/96
PAGE: 2

Comments: Date: 12/03/1996 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
OTHER RIGHTS ARE: CLAIM NO.'S A61-00333, 00334, 00335, 00336,
00340, 00364, 02008, 02100, 02199, 02209, 07288 & APP. NO.
61-07393.

Audit: 12/04/96 MSCHULTE

(WATER RIGHT NUMBERS THAT BEGIN WITH AN 'S' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE				NW				SE				SW				NE				NW				SE				SW				NE				NW				SE				SW				SUM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE			NW			SE			NE			NW			SE			NE			NW			SE			NE			NW			SE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT

DATE: 12/06/96
PAGE: 3

(WATER RIGHT NUMBERS THAT BEGIN WITH AN 'A' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		NE Lt	NE Ac	SW Lt	SW Ac	NE Lt	NE Ac	NW Lt	NW Ac	NE Lt	NE Ac	SW Lt	SW Ac	SE Lt	SE Ac	SE Lt	SE Ac	
6107617	SPRING	:				35	:										40	
A6110363	UNNAMED SP	19	12	10	28	:	01	:	06	:	03	:	05	:	03	:	79	

WARRANTY DEED

FOR VALUE RECEIVED

William H. McGrew and Helen Brandt McGrew, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Charter Mountain Ranch, Inc.

GRANTEE(S), whose current address is: PO BOX 1656 KINGSHILL ST CROIX, USVI 00851
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: March 7, 1997

William H. McGrew

Helen Brandt McGrew

STATE OF Idaho, County of Elmore, ss.

On this 7th day of March
in the year of 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared
William H. McGrew, Helen Brandt McGrew

known or identified to me to be the person(s) whose name
are subscribed to the within instrument, and
they executed the same.

Signature: *[Signature]*
Name: *Sheryl A Reymond*
Type or print

Residing at: Mountain Home

My commission expires: 12-7-99

299283

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time: 4:11 P M
Date: March 7, 1997
Book Page

DOLANES ROBISON
Recorder

By: *[Signature]*
Deputy

Fee: \$12.00

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION

TRACT I-A:

Township 3 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 34: SE1/4NE1/4

Section 35: Lot 4 and NW1/4SW1/4

Township 4 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 2: Lot 4, SW1/4NW1/4 and NW1/4SW1/4

Section 3: NW1/4NE1/4SE1/4NE1/4 and SE1/4NE1/4, Less

S1/2NE1/4SW1/4SE1/4NE1/4

and N1/2SE1/4SW1/4SE1/2NE1/4, and Lot 1, SW1/4NE1/4,
SE1/4NW1/4, E1/2SW1/4 and all of SE1/4, Less

NW1/4NE1/4SW1/4SE1/4

Section 8: SE1/4SE1/4

Section 9: E1/2SE1/4, SW1/4SW1/4

Section 10: N1/2NE1/4, S1/2NW1/4, SW1/4NE1/4, all of SW1/4 and
W1/2SE1/4

Section 15: N1/2NW1/4 and SW1/4NW1/4

Section 16: NE1/4NE1/4 and NW1/4SE1/4 and SE1/4NE1/4

Section 17: N1/2N1/2

TRACT I-B:

Township 4 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 29: E1/2NE1/4, N1/2SE1/4 and SW1/4SE1/4

(See Attached)

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION

TRACT I-C:

Township 4 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 16: NW1/4 and W1/2NE1/4

TRACT I-D:

Township 4 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 8: W1/2NE1/4, SW1/4, W1/2SE1/4

Section 3: S1/2NE1/4SW1/4SE1/4NE1/4, N1/2SE1/4SW1/4SE1/4NE1/4

TRACT I-E:

Township 4 South, Range 9 East, Boise Meridian, Elmore County,
Idaho

Section 3: NW1/4NE1/4SW1/4SE1/4

Section 9: NE1/4NE1/4, S1/2NE1/4, W1/2SE1/4, SE1/4SW1/4

Section 10: N1/2NW1/4

(See Attached).

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION

TRACT II:

Township 2 South, Range 10 East, Boise Meridian, Elmore County,
Idaho

Section 19: N1/2SE1/4, SE1/4SE1/4

Section 20: S1/2S1/2, NW1/4SW1/4

Section 21: S1/2S1/2

Section 22: West 300 feet of SW1/4SW1/4

Section 27: West 300 feet of NW1/4NW1/4

Section 28: N1/2, N1/2S1/2

Section 29: N1/2, N1/2S1/2, SE1/4SE1/4, SW1/4SW1/4 ✓

Section 30: E1/2E1/2

Section 32: W1/2, SE1/4

Township 3 South, Range 10 East, Boise Meridian, Elmore County,
Idaho

Section 5: N1/2, N1/2S1/2

TOGETHER with and including all grazing, water, mineral, ditch
and other rights appurtenant thereto.

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED

William H. McGrew and Helen Brandt McGrew, husband and wife

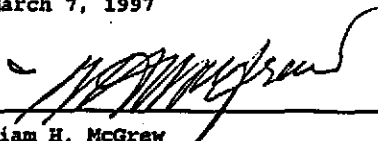
GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Charter Mountain Ranch, Inc.

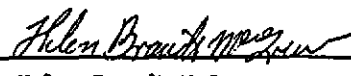
GRANTEE(S), whose current address is: PO BOX 1656 KINGSHILL ST CROIX, USVI 00851
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: March 7, 1997

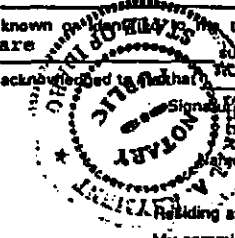

William H. McGrew


Helen Brandt McGrew

STATE OF Idaho, County of Elmore, ss.

On this 7th day of March
in the year of 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared
William H. McGrew, Helen Brandt McGrew

known to be the person whose name
are subscribed to the within instrument, and
acknowledged to be the same executed the same.


Signature: Sheri A. Raymond
Type or print: Sheri A. Raymond
Residing at: Mountain Home
My commission expires: 12-27-99

299284

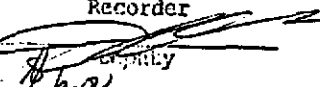
ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time: 4:12 P M
Date: March 7, 1997
Book: Page

LOLALEE ROBISON

Recorder

By: 
#6.2

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

Tract. I:

Township 2 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 24: S1/2SE1/4

Section 25: NE1/4, N1/2SE1/4, SE1/4SE1/4

Township 2 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 14: Lot 3, lying North of existing County Road
Lot 4

Section 15: Lots 1 and 2
Lot 3, lying North of existing County Road
Lot 4, lying North of existing County Road
SW1/4SE1/4, lying North of existing County Road
N1/2SW1/4
S1/2NW1/4

Section 19: Lot 4, SW1/4SE1/4, SE1/4SW1/4,
NE1/4SW1/4, lying South of existing County Road

Section 30: Lots 1, 2, 3 and 4, E1/2W1/2, W1/2E1/2

TRACT II:

Township 4 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 10: NW1/4SW1/4, E1/2SW1/4, SW1/4SE1/4

Section 15: NE1/4NW1/4, W1/2NE1/4

TOGETHER with and including all grazing, water, mineral, ditch and other rights appurtenant thereto.

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED

William H. McGrew and Helen Brandt McGrew, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Charter Mountain Ranch, Inc.

GRANTEE(S), whose current address is: PO BOX 1656 KINGSHILL ST CROIX, USVI 00851
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more particularly described as follows, to wit:

(See Attached)

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Dated: March 7, 1997

William H. McGrew

Helen Brandt McGrew

STATE OF Idaho , County of Elmore , ss.

On this 7th day of March
In the year of 1997 , before me, the undersigned, a Notary
Public in and for said State, personally appeared
William H. McGrew, Helen Brandt McGrew

known to me to be the person whose name
are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Signature: *William H. McGrew*
Signature: *Helen Brandt McGrew*
Notary Public
Residing at: Mountain Home
My commission expires: 12-27-99

299285

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.

Time 4:13 P M
Date March 7, 1997
Book _____ Page _____
DOLores ROBISON
Recorder
By _____ Deputy
Fee \$6.00

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

Township 2 South, Range 10, East, Boise Meridian, Elmore County, Idaho

Section 15: S1/2SW1/4

Section 22: W1/2NE1/4, N1/2SW1/4, E1/2NW1/4
East 1020 feet of SW1/4SW1/4 (Tax 2),
SE1/4SW1/4, SE1/4

Section 27: NE1/4, NE1/4NW1/4,
East 1020 feet of NW1/4NW1/4 (Tax 2)
S1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

Section 29: SW1/4SE1/4, SE1/4SW1/4

Section 31: Lots 1, 2, 3, 4, E1/2, E1/2W1/2

Section 32: NE1/4

Section 33: E1/2NW1/4, W1/2SW1/4, SE1/4SW1/4, W1/2NW1/4

Township 3 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 5: S1/2SW1/4

Section 6: Lots 1, 2, 3, 4, S1/2NE1/4, SE1/4NW1/4, E1/2SE1/4

TOGETHER with and including all grazing, water, mineral, ditch and other
rights appurtenant thereto.

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED

William H. McGrew and Helen Brandt McGrew, husband and wife

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(See Attached)

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by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: March 7, 1997

William H. McGrew

Helen Brandt McGrew

STATE OF Idaho, County of Elmore, ss.

On this 7th day of March
in the year of 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared
William H. McGrew, Helen Brandt McGrew

known to me to be the person whose name
are subscribed to the within instrument, and
acknowledged to me that they executed the same.

My commission expires: 12-27-99

299286

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE INC.

Time 4:14 P M

Date March 7, 1997

Book Page

DOLORES ROBISON

Recorder

By Deputy

Fee \$6.00

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

Township 3 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 26: SW1/4 and W1/2SE1/4

Section 27: SE1/4SE1/4

Section 34: NE1/4NE1/4

Section 35: NW1/4, W1/2NE1/4, NE1/4SW1/4, NE1/4SW1/4 and Lot 3

TOGETHER with and including all grazing, water, mineral, ditch and other rights appurtenant thereto.

RECEIVED

MAR 11 1997

WATER RESOURCES
WESTERN REGION

Carter's Draft Rec.
5/23/02 JFS SF5

05/07/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-2095B

NAME AND ADDRESS: UNITED STATES OF AMERICA ACTING THROUGH
USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
1387 S VINNELL WY
BOISE ID 83709-1657

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.06 CFS
24.0 AFY

RIGHT NOS. 61-2095B, 61-2199B, 61-2209B AND 61-11887 ARE LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 0.19 CFS AND TO A COMBINED ANNUAL
DIVERSION VOLUME OF 64 AF.

RIGHT NOS. 61-2095B, 61-2209B AND 61-2199B ARE LIMITED TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 48 AF.

PRIORITY DATE: 03/07/1953

POINT OF
DIVERSION: T04S R09E S10 NESWNE Within ELMORE County
T04S R09E S10 NENWNW Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.060 CFS 24.0 AFY

PLACE OF USE: IRRIGATION Within ELMORE County
T04S R09E S09 NESW 16.0

16 ACRES TOTAL

RIGHT NOS. 61-2095B, 61-2199B, 61-2209B AND 61-11887 ARE LIMITED
TO THE IRRIGATION OF 16 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A
SINGLE IRRIGATION SEASON.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 6 ACRES WITHIN THE PLACE
OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RIGHT NOS. 61-2095B, 61-2209B AND 61-2199B ARE LIMITED TO THE
IRRIGATION OF 12 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A
SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

05/07/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

RIGHT NO. 61-11887B IS AN ENLARGEMENT OF RIGHT NOS. 31-2095B, 61-2199B
AND 61-2209B PURSUANT TO SECTION 42-1426, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT NOS. 61-2095A, 61-2095B, 61-2199A, 61-2199B, 61-2209A,
61-2209B, 61-11887A AND 61-11887B ARE DIVERTED THROUGH THE POINTS OF
DIVERSION DESCRIBED ABOVE.

03/27/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-2095B

NAME AND ADDRESS: UNITED STATES OF AMERICA ACTING THROUGH
USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
1387 S VINNELL WY
BOISE ID 83709-1657

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.18 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 2440 AF. COMBINED RIGHT NOS.:
61-02209A, 61-2209B, 61-2095A, 61-02199A, 61-2199B, 61-11887A, 61-11887B.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 9.53 CFS. COMBINED RIGHT NOS.: 61-02199A,
61-2199B, 61-02209A, 61-2209B, 61-2095A,
61-11887A, 61-11887B.

PRIORITY DATE: 03/07/1953

POINT OF DIVERSION:

T04S R09E S10 NESWNE Within ELMORE County

T04S R09E S10 NENWNW Within ELMORE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.180 CFS

PLACE OF USE:

IRRIGATION Within ELMORE County

T04S R09E S09 NESW 16.0

16 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF 16 ACRES WITHIN A PLACE OF USE OF 816.9 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED NOS: 61-2095A, 61-2209A, 61-2209B, 61-2199A,
61-2199B, 61-11887A, 61-11887B.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 1368.0 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 61-301A, 61-332, 61-333, 61-334, 61-335,
61-336, 61-337, 61-338, 61-339, 61-340, 61-343, 61-364, 61-2008, 61-2199A,
61-2199B, 61-2209A, 61-2209B, 61-2095A, 61-10363, 61-11844, 61-11847,
61-11854, 61-11887A, 61-11887B.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

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.

EXPLANATORY MATERIAL: License

Water Right 61-2095B

1

03/27/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NO. 61-11887A AND 61-11887B ARE ENLARGEMENTS OF THIS
RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

In the SRBA) Water Rights: See attached list
)
 Case No. 39576)
)
) NOTICE OF ADMINISTRATIVE
) PROCEEDING

The Administrative Proceeding contemplates a change in the water right(s) as indicated below:

- ☐ Substitution of Party (waiting for documentation)
- ☐ Substitution of Party/Split Water Right
- ☒ I.C. § 42-222 transfer
- | | |
|---|--|
| ☒ add point of diversion | ☒ place of use |
| ☐ period of use | ☐ nature of use |
| ☒ Other: permissible place of use | |

IDWR projects the Administrative Proceeding shall be completed no later than:
June 14, 2000.

DATED: June 14, 1999

Jan Thunte

Signature of IDWR Representative

INSTRUCTIONS FOR MAILING

Mail this form, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. FAX filings will not be accepted by the SRBA Clerk of the Court.

CERTIFICATE OF MAILING

I certify that on June 1 1999, I mailed the original and copies of this form, to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls , Idaho 83303-2707
2. One Copy to Claimant:

Charter Mountain Ranch
Route 1 Box 451
Glenns Ferry ID 83623
3. One Copy to:
Each party in the subcase, or attorney of record:

Rosholt, Robertson & Tucker
Attorneys at Law
1221 W Idaho Suite 600
PO Box 2139
Boise ID 83701-2139



Signature of person or attorney mailing the form

Attachment A
Water Right List

61-00301
61-00332
61-00333
61-00334
61-00335
61-00336
61-00337
61-00338
61-00339
61-00340
61-00343
61-00364
61-02008
61-02012
61-02095
61-02100
61-02199
61-02209
A61-10363
A61-11844
A61-11847
A61-11887

2095 & 2209

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Lower Snake River District
Boise Field Office
3948 Development Avenue
Boise, Idaho 83705-5389

AGRICULTURAL LEASE IDI-33470

THE LEASE, made and entered into by the United States of America, by and through the Bureau of Land Management (BLM), hereinafter referred to as "LESSOR", and John B. and Teresa M. McCallum, also known as Charter Mountain Ranch, Inc., Rt. 1 Box 451, Glenns Ferry, ID 83623, hereinafter referred to as "LESSEE", pursuant and subject to the provisions of Title III, Section 302 of the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1732, 90 Stat. 2762).

The Lessor and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Unless otherwise indicated, such authority may be exercised by the Four Rivers Field Manager or the Lower Snake River District Manager.

WITNESSETH

WHEREAS THE LESSOR, for and in consideration of the payment of current fair market rental in advance or other valuable consideration, does hereby grant to the Lessee, its licensees, permittees, and agents the right and privilege to cultivate with only acceptable farming practices the public lands described below provided the Lessee complies with the terms and conditions specified herein:

Boise Meridian, Owyhee County, Idaho

T. 4 S., R. 9 E., Section 9: NE¼SW¼*

Containing 16.53 acres

(*) Portion only, refer to attached map.

FARMING LEASE CONDITIONS

1. The lease shall be issued for a 10 year term which may be renewable with the consent of the Lessor's authorized officer subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public's interest.
2. The Lessee agrees:
 - a) To observe all Federal, State, County and local laws, regulations, and ordinances

which are applicable to the premises.

b) To conduct all actions and operations in an orderly manner, and in accordance with all applicable laws, regulations, and ordinances.

c) Not to commit waste or injury to the land, or to utilize the land for any purpose other than that for which this lease is issued.

d) To take all reasonable precautions to prevent and suppress any wildfire that may result in damage and to extinguish all fires before leaving the premises unattended.

c) To take all precautions to prevent pollution of surface and ground waters on or in the vicinity of the leased land.

3. The Lessee shall notify the Lessor of any change of name or mailing address within 45 days of such address change.

4. The Lessee shall notify the Lessor within 30 days following a change in ownership of private land that is contiguous to the leased land. The purpose of this notification is to ensure the timely filing of an application for assignment of this lease and other related rights-of-way to the new owner(s).

5. The United States retains the right to authorize use of the leased area for other compatible uses (including the subsurface and airspace).

6. This lease shall be issued subject to all valid existing rights and shall not excuse the Lessee from obtaining any additional approvals lawfully required by other Federal, State or local agencies.

7. Any cultural and/or paleontological resource (fossil(s) or historic or prehistoric site or object) discovered by the Lessee, or any person working on his behalf, on public land shall be immediately reported to the Lessor. Lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Lessor. An evaluation of the discovery will be made by the Lessor to determine appropriate values. The Lessee will be responsible for the cost of this evaluation and for the results of the decision to properly mitigate the situation, after consultation with the Lessee.

8. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall mean the use of all herbicides, rodenticides, and insecticides used on the premises. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency

use of pesticides shall be approved in writing by the Lessor prior to such use.

9. The Lessee shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Lessee shall comply with the Toxic Substance Control Act of 1976 as amended, 15 U.S.C. §2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the leased land or on facilities authorized under this lease. (See 40 CFR §702-799 and especially, provisions on polychlorinated biphenyl, 40 CFR §761.1 - 761.193.) Additionally, any release of toxic substances (leaks, spill, 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, section 102b. A copy of any report required or reportable release or spill of any toxic substances shall be furnished to the Lessor concurrent with the filing of the reports to the involved Federal or State agency.

10. Pursuant to 43 CFR §2920.9-3, in the event of noncompliance with applicable Federal regulation or special stipulations, the Lessor may suspend, terminate or cancel this lease following written notice and an opportunity for the Lessee to cure the default. If the Lessee fails to cure the default within the time allowed, the lease may be terminated. If terminated the Lessee shall be allowed a reasonable period in which to remove all personal property or improvements. Personal property or improvements remaining after this period shall become the sole property of the United States. The Lessee shall remain liable for actions that occurred during the term of the lease, and for the costs incurred by the United States in the removal of equipment, machinery, or improvements and reclamation of the property.

11. The Lessee agrees to defend, indemnify, and hold harmless the United States against any liability rising from any activity within the lease area, including the release of hazardous substances or hazardous waste. This agreement applies without regard to whether an action or release is caused by the Lessee, its licensee(s), permittee(s) or unrelated third party.

12. The Lessor reserves all leasable, locatable, and salable mineral resources and deposits in the subject lands together with the right to prospect for, mine, and remove the same under applicable laws and regulations.

13. A relinquishment of this lease, upon acceptance by the Lessor, will be effective on the date it is filed and accepted, provided that, a relinquishment will not relieve the Lessee from liability where the Lessee is in default under any of the terms or conditions of this lease or for any reclamation of the lands.

14. The public lands identified in this lease may not be subleased with adjacent private land to any other farmer or person without prior written consent by the authorized officer. Any approved sub-lessee must adhere to and agree to be subject to all the provisions in this lease prior to their use occurring.

15. This lease shall be binding on all parties and shall inure to the benefit of the heirs, executors, administrators, successors, or assigns of the Lessee hereto.

16. The Lessee shall maintain the premises and improvements thereon to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Lessor.

17. Any and all signs erected or maintained on the lands leased by the Lessee shall be approved in writing by the authorized officer.

18. The Lessor reserves the right to inspect the leased land at any time and to suspend or prohibit use of any facilities on it, if in the judgement of the Lessor, continued operation would endanger human life and/or property. Such suspension or prohibition will remain in effect until the hazard(s) has been eliminated to the satisfaction of the Lessor. It is understood that such suspension will only be ordered for substantive reasons.

19. No subdivision of the property is permitted for any reason.

20. All farming production costs, including but not limited to, labor, seed, cultivation, watering, vehicle usage, machinery, harvesting, and storage, shall be the sole expense of the Lessee as his expense in doing business under this lease.

21. Title to water associated with this lease shall continue to be legally authorized by the Idaho State Department of Water Resources (IDWR). Failure of the Lessee to remain in compliance with IDWR requirements regarding the use of water to the satisfaction of the authorized officer will result in the automatic termination of this lease in accordance with 43 CFR §2920.9-3. No rights to the public lands accrue due to their description as the place of use or place of crossing in conjunction with a water right, beyond those described specifically by this lease nor beyond the lease's term.

22. The Lessee shall cause title to water associated with this lease to be transferred to the sole name of the United States within three months from the issuing date of this lease. The Lessee shall maintain title to .20 cfs (or 3.98 acre feet) of irrigation water associated with this lease solely in the name of the United States during the term of this lease. If this lease is either terminated or not renewed all water rights transferred, as required above to the Lessor, shall be returned to the Lessee and reverted to his sole ownership and enjoyment thereof. This water reversion will be at the Lessee's initiative and at his expense.

23. The subject lands shall not, nor this lease itself, be used as collateral in securing any loans of the Lessee or used as a means of obtaining financial underwriting for operation of the farm or any other private endeavor. The Lessee must at all times keep the title of United States to the property free and clear of all liens and encumbrances.

24. The subject lands shall not be included in any Conservation Reserve Program (CRP) of the USDA, Consolidated Farm Service Agency (CFSA) nor shall they be included in formulas or

participation acreage in calculation of deficiency payments or other purposes as a result of crops grown on the lands. Also, they shall not be included in any CFSA program that causes Federal money to be used in making payments to the Lessee.

25. Unrestricted and unabated legal access to the subject lands, both public and private, shall be allowed by either party for all operations under this lease and for administrative purposes to ensure compliance with the terms of the lease.

27. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

28. If the lease is either terminated or relinquished or the subject lands are to remain idle for more than two consecutive years they shall be rehabilitated with a seed mixture consisting of four wing saltbush, 1 lb./ac.; Sandburg bluegrass, 3 lbs/ac.; bluebunch wheatgrass (Secar or Snake River varieties), 5 lb./ac., and Wyoming big sage (pure live seed) .10 lb./ac. The prescribed fourwing and grass species mixture shall be drill seeded using a depth gauge not to exceed a depth of ½" during planting. The sage brush shall be broadcast seeded after drilling the other species. All seeding operations shall be completed by November 15th of the year prior to when the lands are to remain fallow or in the year the last crop is to be grown. If the seeding is unsuccessful, additional plantings may be required until, in the judgement of the Lessor, the planting has been established.

HABITAT IMPROVEMENT

NOW THEREFORE: The parties to this lease, in consideration of the mutual covenants and benefits herein contained and for the advantages and mutual benefits accruing by this lease, to each of them, hereby covenant, contract and agree:

1. The Lessor shall provide and allow the farming and cultivation of 16.53 acres of public lands as shown on Attachment A, using customary farming practices and methods of operation. For the 16.53 acres of public lands allowed to be cultivated the Lessee will allow wildlife, normal and usual to the area, use of the fringe areas for purposes of nesting, escape cover, and food requirements. Care will be taken to not deliberate disrupt their use of the land during nesting periods or while traversing the parcel.

2. The Lessee will maintain the site in good conditions, watering in sufficient amounts and at appropriate times to fully mature and sustain the crops planted in as good of condition as possible. This will improve the food and cover potential for wildlife purposes as well as provide a monetary benefit to the Lessee.

3. When possible, any unharvested food and cover plots shall be left undisturbed throughout the winter months.

4. Aftermath grazing of livestock is discouraged on the subject lands, however, if livestock is turned out on adjoining private lands they shall be monitored to ensure no over grazing of any habitat areas left where wildlife may find cover or used for food purposes. The Lessor reserves the right to require the Lessee to install temporary fencing of the public land area if it is deemed necessary.

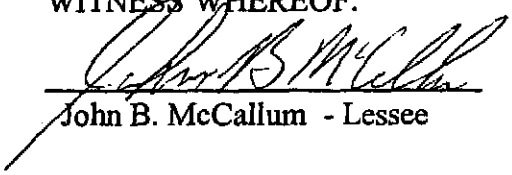
5. As required by Title 43 CFR §2920.8 the Lessee is required to pay rental for this use, which has been determined to be \$ 330.00 per year. This rent shall be updated, at least every 5 years, as appropriate for this use, to ensure fair market rental is obtained, as required.



This lease shall become effective on the last date signed and shall expire ten (10) years from the effective date.

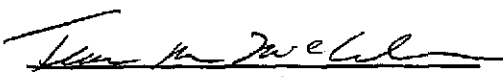
WITNESS WHEREOF:

THE UNITED STATES OF AMERICA


John B. McCallum - Lessee

Daryl L. Albiston

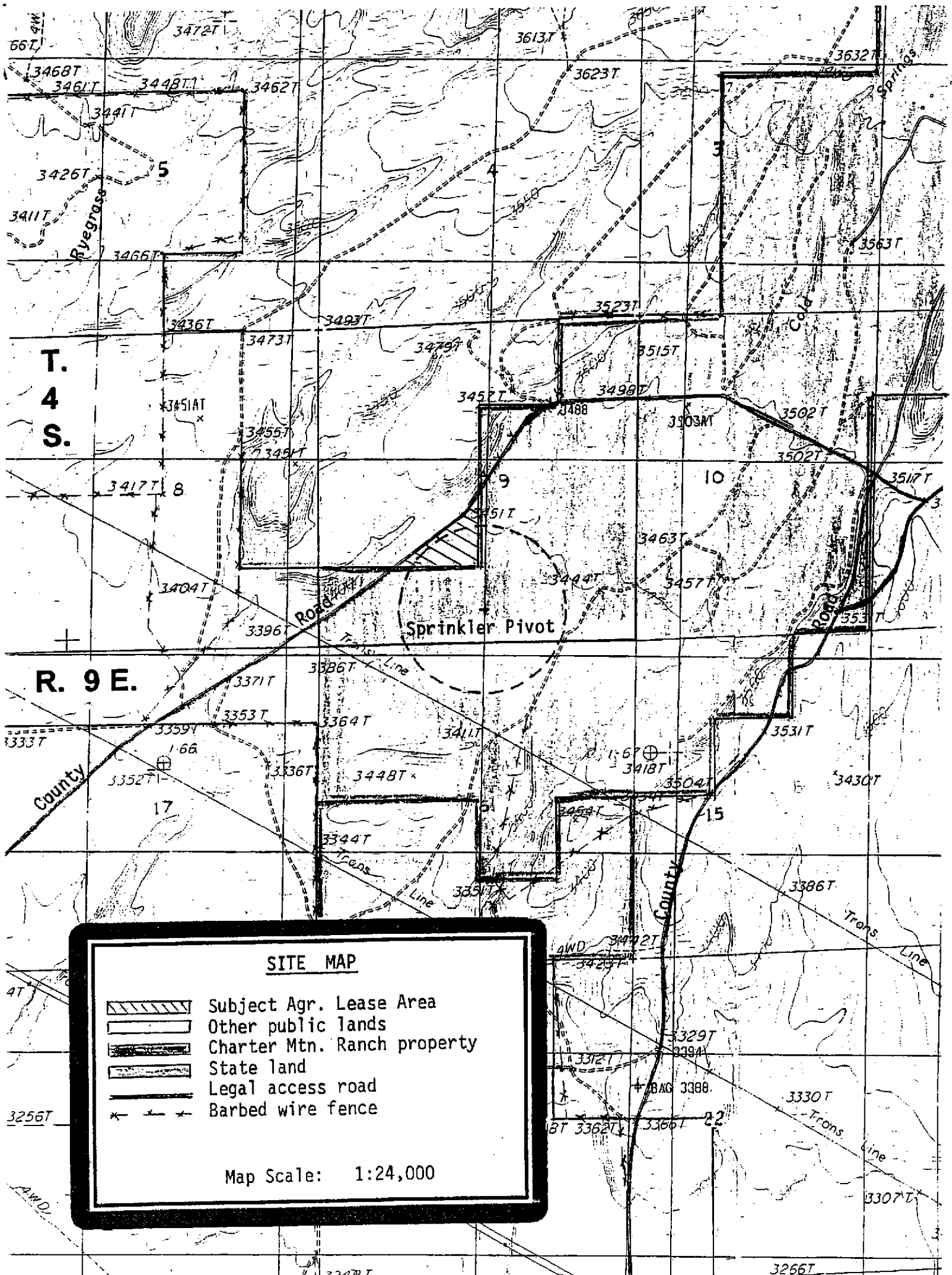
--- and ---


Teresa M. McCallum - Lessee

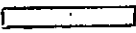
Four Rivers Field Manager
Title

10/18/01
Date

Date



SITE MAP

-  Subject Agr. Lease Area
-  Other public lands
-  Charter Mtn. Ranch property
-  State land
-  Legal access road
-  Barbed wire fence

Map Scale: 1:24,000