

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 24 2021

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
61-10242A	Yes ☐	Yes ☐	61-10375	Yes ☐	Yes ☐
61-297	Yes ☐	Yes ☐	61-11856	Yes ☐	Yes ☐
61-298	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-10515	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-10516	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Charter Mountain Ranch Inc C/O John McCallum
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Casa Del Norte, LP C/O John McCallum
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 11204 N. Bar 21 Dr. Glenns Ferry ID 83623
Mailing address City State ZIP
- 208-599-1580 irondragonmistress@yahoo.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: See Attachment A
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] President 3/19/21
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 03/24/2021 Receipt No. W049233 Receipt Amt. \$175.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

Attachment A

Water Right/Claim No.	Date Acquired
61-10242A	11/05/1998
61-297	09/11/2002
61-298	09/11/2002
61-10515	01/30/1998
61-10516	01/30/1998
61-10375	01/30/1998
61-11856	10/26/2000

Note to the reader:

Charter Mountain Ranch Inc. at Water Right 61-10242A is included in the package for a name change to Casa Del Norte, LP.

We have found that Charter Mountain Ranch Inc. at Water Right 61-10242A with a priority date of 07/18/1920 apparently has an error.

The POU includes T02SR10E Sec 26 NWNE. The Idaho Department of Lands Lease G700105, that is included in the package, to Casa Del Norte, LP on page 15 line four shows that that parcel is included in the lease.



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 23, 2021

CASA DEL NORTE LP
C/O JOHN MC CALLUM
11204 N BAR 21 DR
GLENN'S FERRY ID 83623-5028

Re: Change in Ownership for Water Right No(s): 61-10242A, 61-10375, 61-297, 61-298, 61-11856, 61-10515, 61-10516

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4633.

Sincerely,

Laura McSherry
Water Resource Agent

Enclosure(s): Proof Reports, Maps

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

Water Right 61-10242A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENNS FERRY, ID 83623-5028 (208) 599-1580

Priority Date: 7/18/1920

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	12/31	0.090 CFS	
	<u>Total Diversion</u>		0.090 CFS	

Source and Point(s) of Diversion

SPRING	SWSENW	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRING	NWNESW	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRING	NWNESE	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRING	L4(SWNESE)	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRING	SWNENE	Sec. 22, Twp 02S, Rge 10E,	ELMORE County
SPRING	SENWNE	Sec. 23, Twp 02S, Rge 10E,	ELMORE County
SPRING	NESWNE	Sec. 23, Twp 02S, Rge 10E,	ELMORE County
SPRING	NWNWNE	Sec. 26, Twp 02S, Rge 10E,	ELMORE County
SPRING	NWNWSE	Sec. 26, Twp 02S, Rge 10E,	ELMORE County
SPRING	NESWSE	Sec. 35, Twp 02S, Rge 10E,	ELMORE County
SPRING	NESESE	Sec. 35, Twp 02S, Rge 10E,	ELMORE County
SPRING	NWSWSE	Sec. 3, Twp 03S, Rge 10E,	ELMORE County
SPRING	L4(NWNWNW)	Sec. 4, Twp 03S, Rge 10E,	ELMORE County
SPRING	NENWSE	Sec. 4, Twp 03S, Rge 10E,	ELMORE County
SPRING	SWSWNW	Sec. 4, Twp 03S, Rge 10E,	ELMORE County
SPRING	NWNESW	Sec. 4, Twp 03S, Rge 10E,	ELMORE County
SPRING	SESWSW	Sec. 4, Twp 03S, Rge 10E,	ELMORE County
SPRING	NENENE	Sec. 9, Twp 03S, Rge 10E,	ELMORE County

Place Of Use

STOCKWATER within ELMORE County

T02S R10E S15	SENW
T02S R10E S15	NESW
T02S R10E S15	NESE
T02S R10E S15 L4	NESE
T02S R10E S22	NENE
T02S R10E S23	NWNE
T02S R10E S23	SWNE

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

T02S R10E S26	NWNE
T02S R10E S26	NWSE
T02S R10E S35	SWSE
T02S R10E S35	SESE
T03S R10E S3	SWSE
T03S R10E S4 L4	NWNW
T03S R10E S4	SWNW
T03S R10E S4	NESW
T03S R10E S4	SWSW
T03S R10E S4	NWSE
T03S R10E S9	NENE

Conditions of Approval:

1. The point of diversion T02S R10E S15 NESE does not describe a diversion on federal public lands.
2. The place of use described as T02S R10E S15 NESE does not include a use on federal public lands.
3. C18 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.
4. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.
5. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
6. Use of this right with right no. 37-19842 is limited to a total combined diversion rate of .09 cfs.

Combined Use Limits

N/A

SubCase:

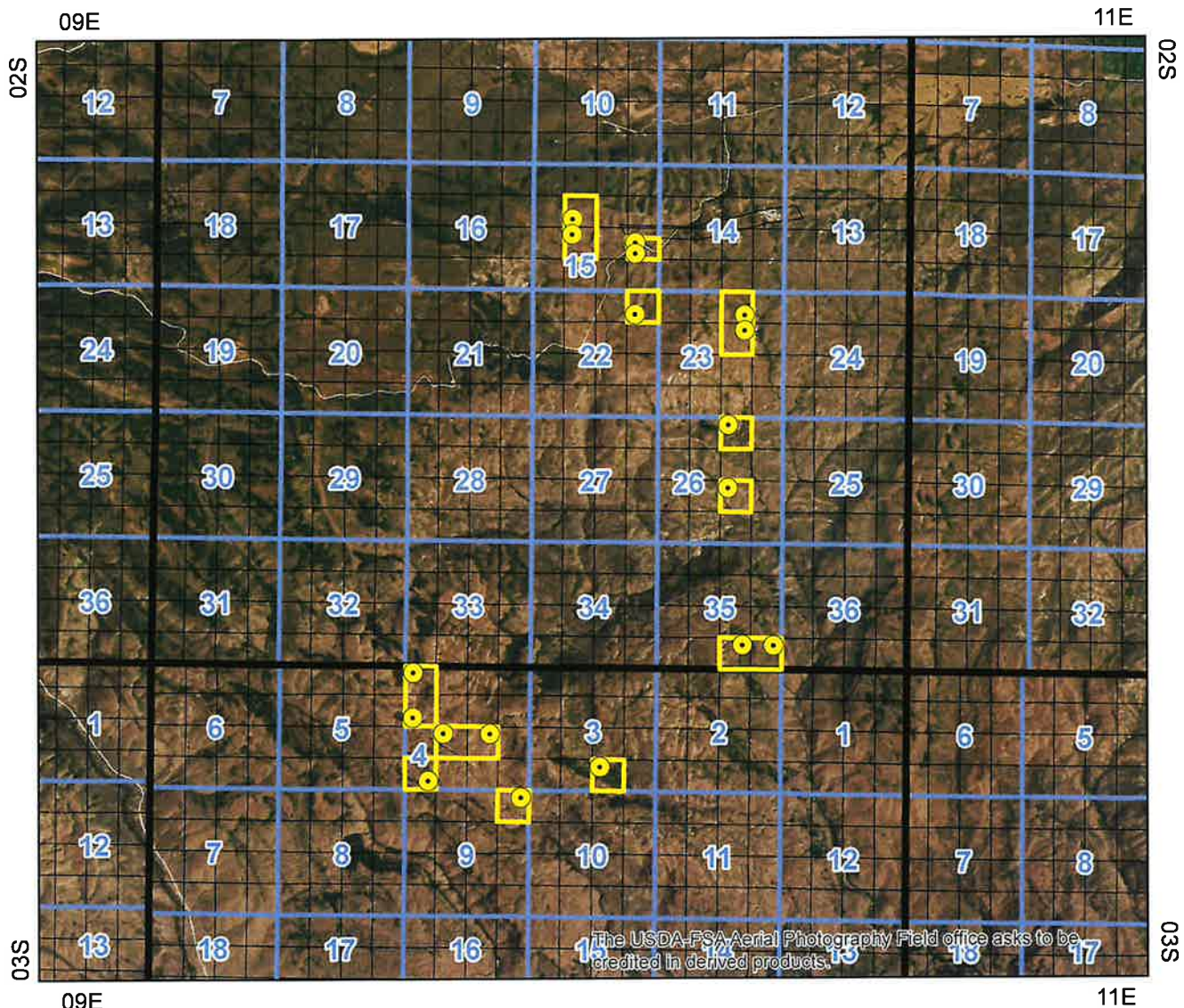
N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
61-10242A

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.75 1.5 3 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

Water Right 61-297

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENNS FERRY, ID 83623-5028 (208) 599-1580

Priority Date: 6/1/1883

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE CANYON CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	9/30	2.000 CFS	
	<u>Total Diversion</u>		2.000 CFS	

Source and Point(s) of Diversion

LITTLE CANYON CREEK	NWNWSW	Sec. 10, Twp 04S, Rge 10E, ELMORE County
---------------------	--------	--

Place Of Use

IRRIGATION within ELMORE County

T04S R10E S10	NESW	3.3
T04S R10E S10	NWSW	12.0
T04S R10E S10	SESW	30.0
T04S R10E S10	SWSE	39.0
T04S R10E S15	NWNE	26.0
T04S R10E S15	SWNE	11.0
T04S R10E S15	NENW	3.7
POU Total Acres:		125.0

Conditions of Approval:

1. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER SEPTEMBER 30 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. USE OF THIS RIGHT WITH RIGHT NO. 61-00298 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 125 ACRES IN A SINGLE IRRIGATION SEASON.
3. C15 THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE
THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE
NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

4. RIGHT NO. 61-00298 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.

Combined Use Limits

Rate

Volume

Acres

125.0

61-297 ,61-298

SubCase:

SubCaseNumber: 61-297

Class: 1

SF5 Filed Date:

Special Master Recom Signed Date:

Attorney Assigned:

Adjudication Agent:

Basis of Claim: Decreed

Date Filed: 6/10/1999

Objection Status: Active

Water Supply Bank:

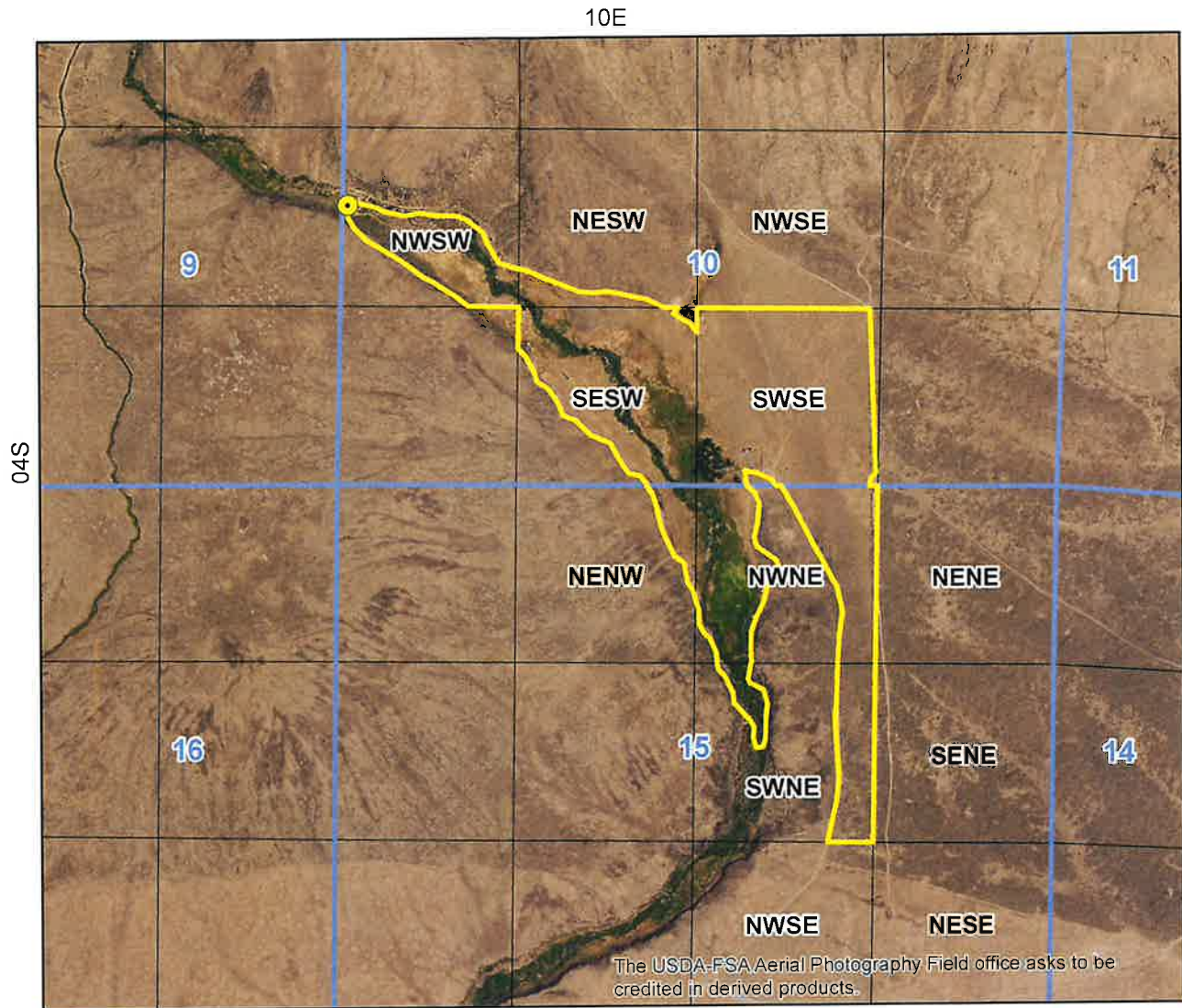
N/A

State of Idaho
Department of Water Resources

Attachment to Water Right License

61-297

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.15 0.3 0.6 Miles



8/19/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENN'S FERRY, ID 83623-5028 (208) 599-1580

Status: Active

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	9/30	0.500 CFS	
	Total Diversion		0.500 CFS	

LITTLE CANYON CREEK NWNWSW Sec. 10, Twp 04S, Rge 10E, ELMORE County

T04S R10E S10	NESW	3.3
T04S R10E S10	NWSW	12.0
T04S R10E S10	SESW	30.0
T04S R10E S10	SWSE	39.0
T04S R10E S15	NWNE	26.0
T04S R10E S15	SWNE	11.0
T04S R10E S15	NENW	3.7
POU Total Acres:		125.0

Conditions of Application	
1.	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER SEPTEMBER 30 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2.	USE OF THIS RIGHT WITH RIGHT NO. 61-00297 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 125 ACRES IN A SINGLE IRRIGATION SEASON.
3.	C15 THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE
NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

4. RIGHT NO. 61-00297 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.

Combined Use Limits

Rate

Volume

Acres

125.0

61-297 ,61-298

SubCase:

SubCaseNumber: 61-298

Class: 1

SF5 Filed Date:

Special Master Recom Signed Date:

Attorney Assigned:

Adjudication Agent:

Basis of Claim: Decreed

Date Filed: 6/10/1999

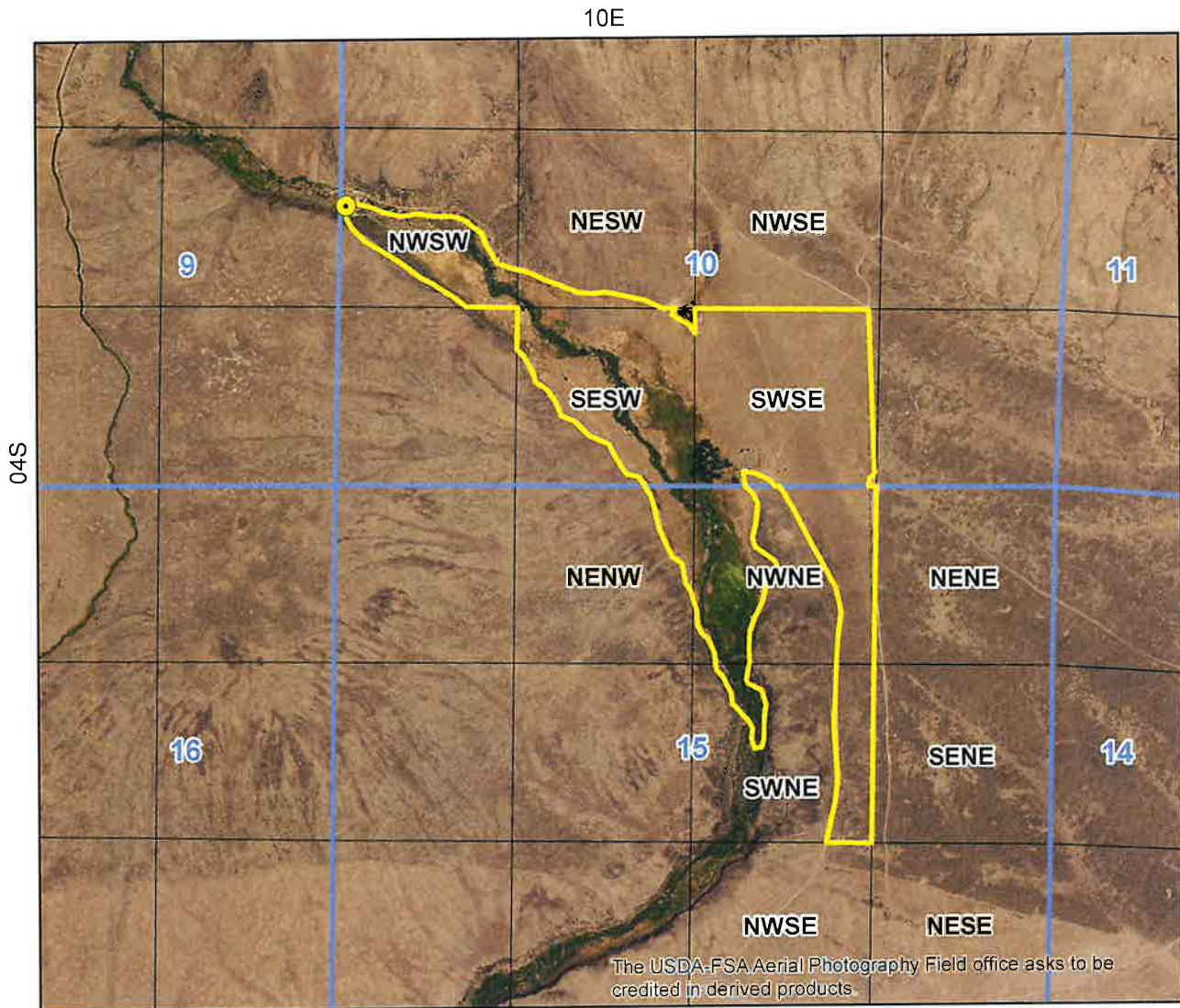
Objection Status: Active

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
61-298

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.15 0.3 0.6 Miles



8/19/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENN'S FERRY, ID 83623-5028 (208) 599-1580

Status: Active

Tributary
KING HILL CREEK

<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
1/01	12/31	0.200 CFS
1/01	12/31	0.020 CFS
Total Diversion		0.220 CFS

SPRINGS	NWSWSE	Sec. 31, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWNENE	Sec. 31, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWSWSW	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SENWNE	Sec. 32, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWSWNW	Sec. 33, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	L4(SWNESE)	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SENWNE	Sec. 31, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	NWSESW	Sec. 31, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	L4(NENESE)	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SESWNW	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	NWNWSE	Sec. 5, Twp 03S, Rge 10E,	ELMORE County
SPRINGS	NWSESW	Sec. 21, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWNWSW	Sec. 22, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	NWNWNE	Sec. 22, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	NENWSW	Sec. 15, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWSENE	Sec. 31, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SESWSW	Sec. 33, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	NESWNW	Sec. 33, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SWNESE	Sec. 28, Twp 02S, Rge 10E,	ELMORE County
SPRINGS	SENESE	Sec. 30, Twp 02S, Rge 10E,	ELMORE County

T02S R10E S15 SWNW

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

T02S R10E S15	NWSW
T02S R10E S15	SWSW
T02S R10E S15 L4	NESE
T02S R10E S21	SESW
T02S R10E S22	NWNE
T02S R10E S22	NWSW
T02S R10E S28	NESE
T02S R10E S30	NESW
T02S R10E S31	NENE
T02S R10E S31	NWNE
T02S R10E S31	SENE
T02S R10E S31	SESW
T02S R10E S31	SWSE
T02S R10E S32	NWNE
T02S R10E S33	SWNW
T02S R10E S33	SWSW
T03S R10E S5	NWSE

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NOS. 02S10E151810A, 02S10E156610A, 02S10E157780A, 02S10E219010A, 02S10E220610A, 02S10E280010A, 02S10E300610A, 02S10E310010A, 02S10E320010A, 02S10E332410A, 03S10E050010A. STOCKWATER, 850 RANGE CATTLE

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

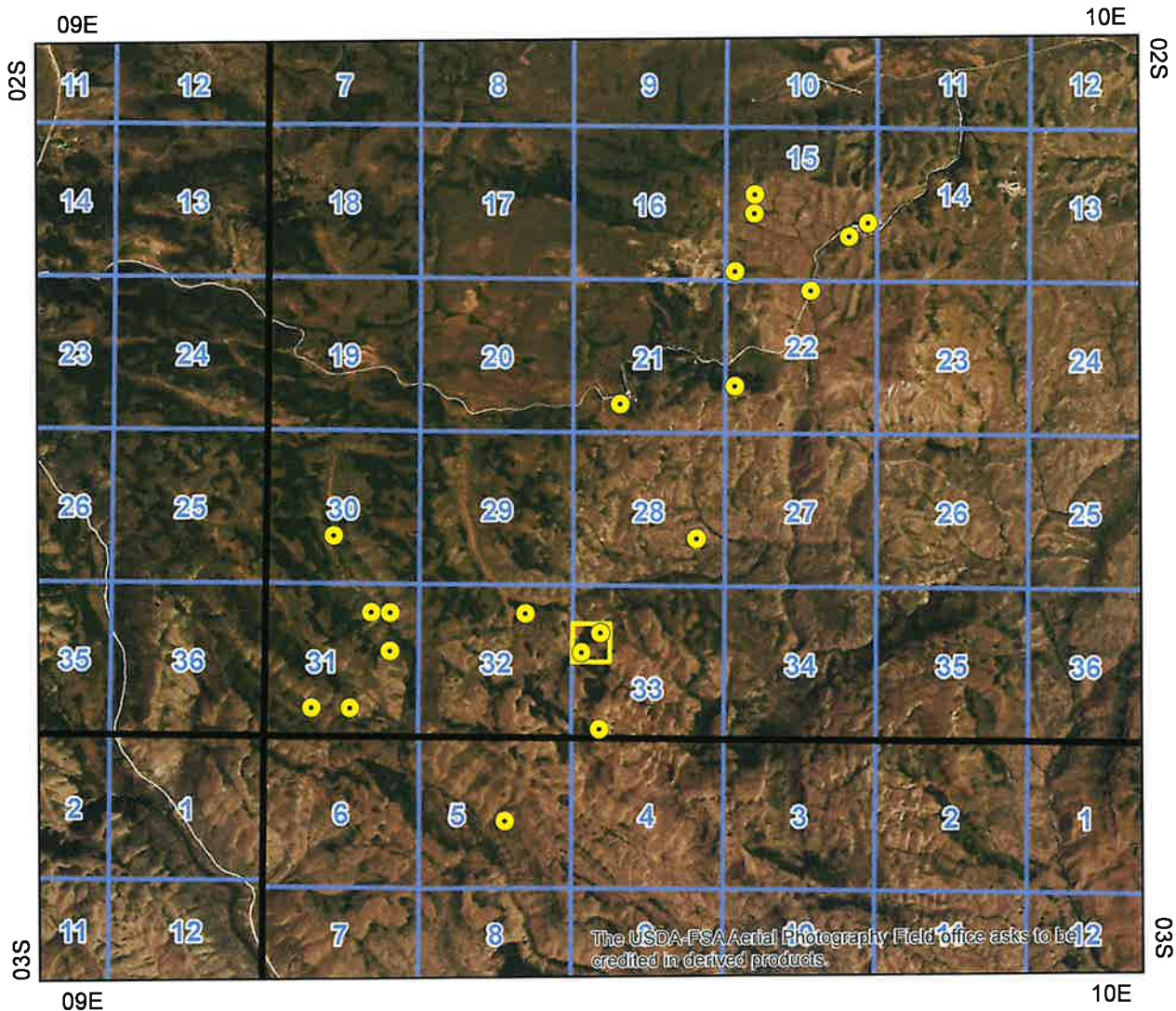
N/A

State of Idaho
Department of Water Resources

Attachment to Water Right License

61-10515

This map depicts the DOMESTIC and STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

Water Right 61-10516

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENN'S FERRY, ID 83623-5028 (208) 599-1580

Priority Date: 1/1/1898

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRINGS	CAMAS CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.200 CFS	
	<u>Total Diversion</u>		0.200 CFS	

Source and Point(s) of Diversion

SPRINGS	SESESW	Sec. 19, Twp 02S, Rge 10E, ELMORE County
SPRINGS	NENESE	Sec. 19, Twp 02S, Rge 10E, ELMORE County

Place Of Use

STOCKWATER within ELMORE County

T02S R10E S19	SESW
T02S R10E S19	NESE

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP 02S10E198440A STOCKWATER, 850 RANGE CATTLE

Combined Use Limits

N/A

SubCase:

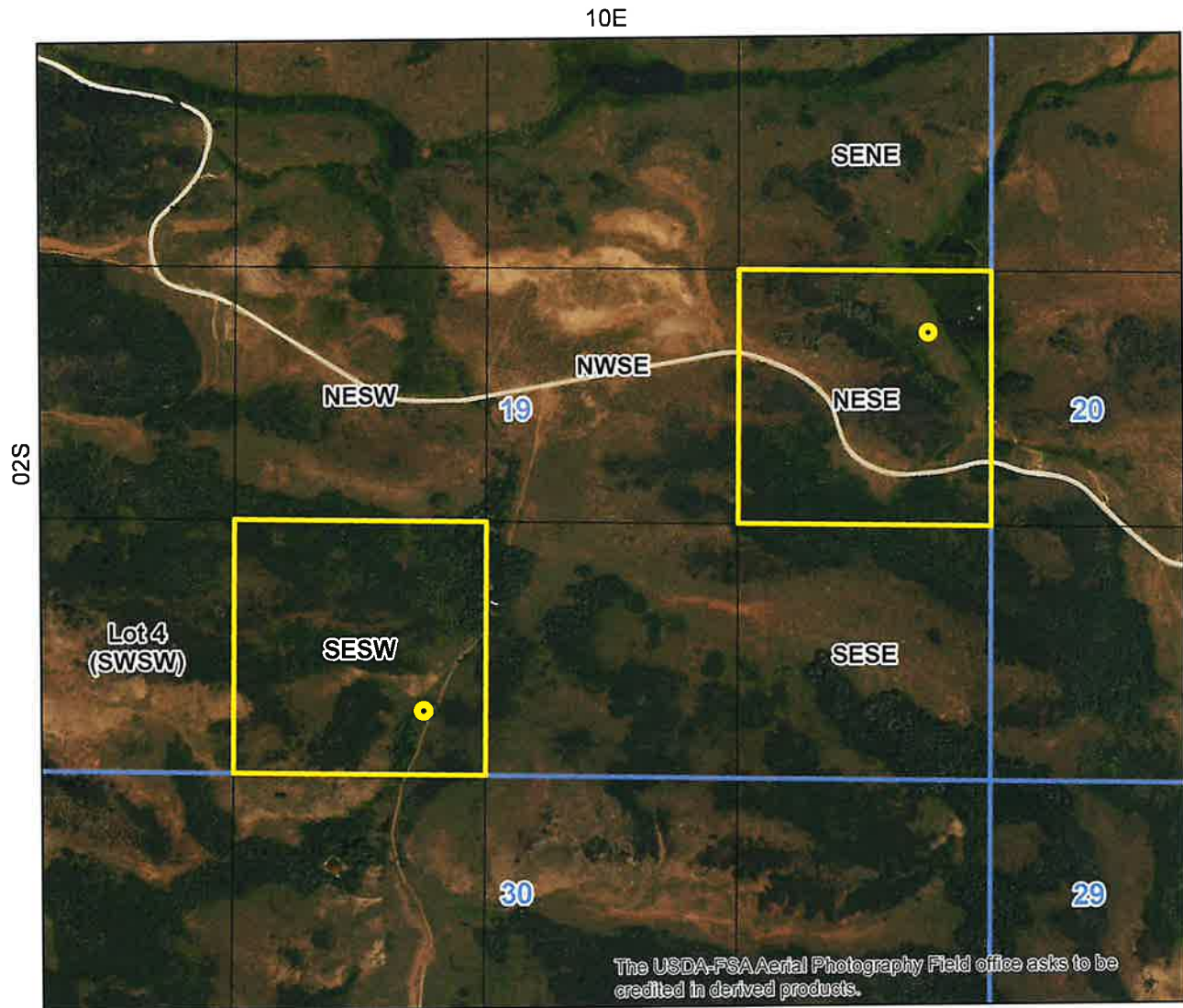
N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
61-10516

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.1 0.2 0.4 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/19/2021

Water Right 61-10375

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENN'S FERRY, ID 83623-5028 (208) 599-1580

Priority Date: 1/1/1960

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.060 CFS	
	<u>Total Diversion</u>		0.060 CFS	

Source and Point(s) of Diversion

GROUND WATER	NESWSE	Sec. 3, Twp 04S, Rge 09E, ELMORE County
--------------	--------	---

Place Of Use

DOMESTIC within ELMORE County

T04S R09E S3	SWSE
--------------	------

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. DOMESTIC USE IS FOR 3 HOMES, INSIDE USE ONLY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. PARCEL NO. 04S09E032050

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
61-10375

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.045 0.09 0.18 Miles



8/19/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CASA DEL NORTE LP C/O JOHN MC CALLUM 11204 N BAR 21 DR GLENN'S FERRY, ID 83623-5028 (208) 599-1580

Status: Active

Tributary
COLD SPRINGS CREEK

Volume

0.060 CFS

Sec. 3, Twp 04S, Rge 09E, ELMORE County

SENE

1.	C18	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.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.		TWO POINTS OF DIVERSION LOCATED IN T04S, R09E, S03, SENENE.
4.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N/A

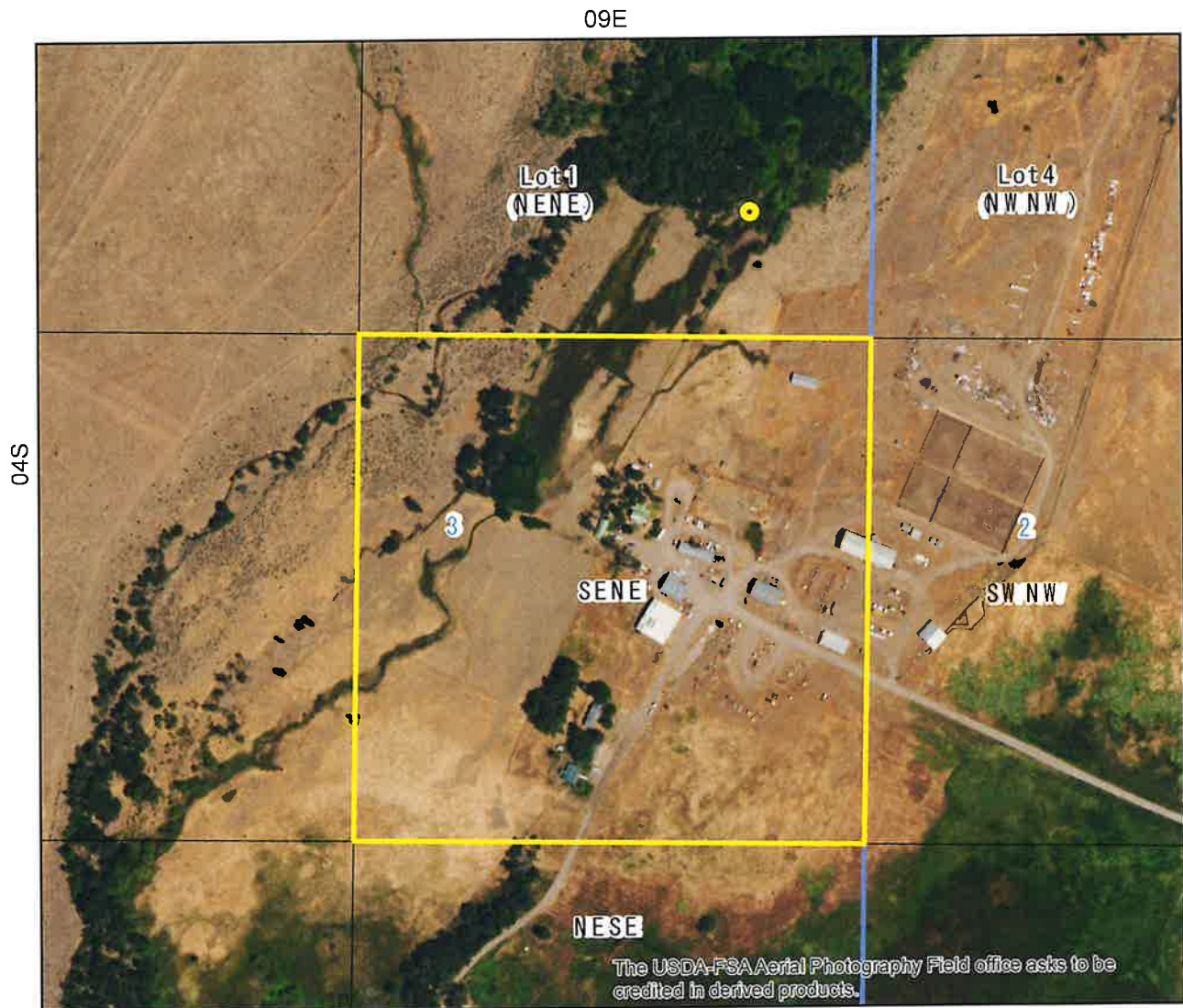
N/A

N/A

State of Idaho
Department of Water Resources

Attachment to Water Right License
61-11856

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.05 0.1 0.2 Miles



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

THORNTON BYRON LLP
1101 WEST RIVER STREET, SUITE 340
POST OFFICE BOX 7156
BOISE, ID 83707-1156
208/344-8600

Instrument # 345624
Elmore County, Idaho
10:01am May 02, 2003
For: THORNTON BYRON LLP
No. of Pages: 4 Fee: \$12.00
GAIL L. BEST, Recorder
Deputy: DLE

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED

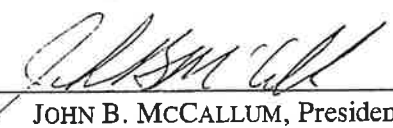
FOR VALUE RECEIVED, CHARTERS MOUNTAIN RANCH, INC., an Idaho corporation, which took title as CHARTER MOUNTAIN RANCH, INC., as Grantor, does hereby grant, bargain, sell and convey unto CASA DEL NORTE L.P., a Delaware limited partnership, whose current address is Rural Route 1, Box 451, Glenns Ferry, Idaho 83623, as Grantee, all that certain real property located in Elmore County, Idaho, as more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument effective the first day of January, 2002.

GRANTOR:

CHARTERS MOUNTAIN RANCH, INC.
An Idaho Corporation

By: 

JOHN B. MCCALLUM, President

RE-RECORDED

Instrument # 3480
Elmore County, ID
10:17am Ju
For: THORNTON BY
No. of Pages: 4
GAIL L. BEST, Re
Deputy: DLE

175

EXHIBIT A

TRACT I-A:

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

Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 35: Lot 4 and NW $\frac{1}{4}$ SW $\frac{1}{4}$

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

Section 2: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 3: NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, Less S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{2}$ NE $\frac{1}{4}$, and Lot 1, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and all of SE $\frac{1}{4}$, Less NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 10: N $\frac{1}{2}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, all of SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 15: N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 16: NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ N $\frac{1}{2}$

TRACT I-B:

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

Section 29: E $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$

TRACT I-C:

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

Section 16: NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$

TRACT I-D:

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

Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

D. JOHN THORNTON & ASSOCIATES, P.A.,
1101 W. RIVER STREET, SUITE 340
P.O. Box 7156
BOISE, ID 83707-1156

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED

* * * * *

FOR VALUE RECEIVED, CHARTER MOUNTAIN RANCH, INC., an Idaho corporation, which took title as CHARTER MOUNTAIN RANCH, INC., as Grantor, does hereby grant, bargain, sell and convey unto CASA DEL NORTE L.P., a Delaware limited partnership, whose current address is Rural Route 1, Box 451, Glenns Ferry, Idaho 83623, as Grantee, all that certain real property located in Elmore County, Idaho, more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument effective the 1st day of May, 2001.

GRANTOR:

CHARTER MOUNTAIN RANCH, INC.
An Idaho Corporation

328450

By: 
JOHN B. MCCALLUM, President

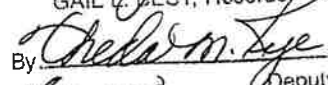
ELMORE COUNTY, IDAHO SS
Request of CASA DEL NORTE L.P.
Thornton, D. John
Time 11:16 AM
Date May 9, 2001
GAIL L. BEST, Recorder
By 
Deputy
Fee \$15.00

EXHIBIT A

Tract I:

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

Section 24: $S\frac{1}{2}SE\frac{1}{4}$

Section 25: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

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

$SW\frac{1}{4}SE\frac{1}{4}$, lying North of existing County Road

$N\frac{1}{2}SW\frac{1}{4}$

$S\frac{1}{2}NW\frac{1}{4}$

Section 19: Lot 4, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,
 $NE\frac{1}{4}SW\frac{1}{4}$, lying South of existing County Road

Section 30: Lots 1, 2, 3 and 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$

Tract II:

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

Section 10: $NW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 15: $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$

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

AND

Tract II:

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

Section 19: $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Section 20: $S\frac{1}{2}S\frac{1}{2}$, $NW\frac{1}{4}SW\frac{1}{4}$

Section 21: $S\frac{1}{2}S\frac{1}{2}$

Section 22: West 300 feet of $SW\frac{1}{4}SW\frac{1}{4}$

-
- Section 3: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $NE\frac{1}{4}SE\frac{1}{4}$ and U.S. Lot No. 2 AKA U.S. Lots 1, 2, 3 and 4, $SW\frac{1}{4}NE\frac{1}{4}$ and $S\frac{1}{2}NW\frac{1}{4}$; $W\frac{1}{2}SE\frac{1}{4}$; $NE\frac{1}{4}SE\frac{1}{4}$ and $SW\frac{1}{4}$
- Section 4: $N\frac{1}{2}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$ AKA U.S. Lots 1, 2, 3 and 4; $S\frac{1}{2}N\frac{1}{2}$; $SE\frac{1}{4}$; $E\frac{1}{2}SW\frac{1}{4}$ and $SW\frac{1}{4}SW\frac{1}{4}$
- Section 9: $N\frac{1}{2}NE\frac{1}{4}$

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

AND

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

- Section 15: $S\frac{1}{2}SW\frac{1}{4}$
- Section 22: $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$
East 1020 feet of $SW\frac{1}{4}SW\frac{1}{4}$ (Tax 2),
 $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$
- Section 27: $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$,
East 1020 feet of $NW\frac{1}{4}NW\frac{1}{4}$ (Tax 2)
 $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
- Section 29: $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
- Section 31: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
- Section 32: $NE\frac{1}{4}$
- Section 33: $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$

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

- Section 5: $S\frac{1}{2}SW\frac{1}{4}$
- Section 6: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$

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



GRAZING LEASE
No. G700105
CASA DEL NORTE, LP

This is to certify that this is a true and correct copy of this document, the original of which is on file with the Idaho Department of Lands (IDL).

Rachelle K. 10/25/11
IDL Representative Date

SUMMARY OF LEASE PROVISIONS:

Lessor: STATE OF IDAHO
By and through the State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

Lessee: Casa Del Norte, LP
Attn: John B. McCallum
11204 N Bar 21 Dr.
Glenns Ferry ID 83623

Lease Term: Commencement: January 1, 2012
Expiration: December 31, 2031

Rent: The annual rent payment is due on MAY 1st of each year.

GRAZING:

Number of AUMs by Class for Billing

Cattle 1,438
Acres 10,553.80

Rent terms are more particularly described in *Section 2. Rental Rate and Modification of Rent* of the Lease Provisions.

Leased Premises Legal Description:

See Attachment B

The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including the Lease Provisions, Signature Page and all Attachments, including any Special Terms and Conditions), does hereby lease and demise unto the Lessee the lands (Leased Premises) described in Attachment B for the uses specified herein.

Primary Use of Leased Premises:

Grazing

Bond:

N/A

Liability Insurance:

N/A

Lease Index:

SUMMARY OF LEASE PROVISIONS
LEASE PROVISIONS
SIGNATURE PAGE
ATTACHMENT A – SPECIAL TERMS AND CONDITIONS
ATTACHMENT B – LEASED PREMISES LEGAL DESCRIPTION
ATTACHMENT C – SITE MAP(S)
ATTACHMENT D – REPORTS

Lease Provisions and any Special Terms and Conditions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.

- C. **Compliance Required.** Lessee shall abide by all Lease Provisions and any Special Terms and Conditions. If Lessee fails to abide by all Lease Provisions and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with *Section 17. Lessee's Default*, of these Lease Provisions.
- D. **Reimbursement for Non-Standard Administrative Costs.** The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.
- E. See Attachment A of this Lease for any Special Terms and Conditions in effect as of the date of execution of this Lease.

4. Subleasing or Assignment.

- A. **Written Approval Required.** Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, the existing Lease Provisions and any Special Terms and Conditions. The sublease cannot go beyond the Lease expiration date.
- B. **Additional Rental Due.** In the event the Leased Premises is subleased in accordance with all terms and conditions of *Section 4. Subleasing or Assignment* of these Lease Provisions, for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- C. **Improvements.** Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- D. **Copies to be Filed.** Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

5. Leasehold Mortgage.

Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

6. Environmental, Safety and Sanitary Requirements.

- A. **No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any

Water Right Nos.: Not Defined

To the extent that the Lessee represents that it owns water rights for use on, or diversion from, the Leased Premises that are not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights), the Lessee shall set forth below for each such right(s) the following: (a) source of water, (b) quantity of water, (c) priority date, (d) point of diversion, (e) place of use, and (f) number and type of livestock providing the basis for the right:

Unclaimed Water Rights: Not Defined

The Lessee represents that the above lists include each and every water right that the Lessee, or its authorized agents, owns for use on, or diversion from, the Leased Premises and that the Lessee owns no other water rights for use on, or diversion from, the Leased Premises.

As a condition of this Lease, the Lessee shall file a claim(s) with the Idaho Department of Water Resources and any relevant water right adjudication court for each and every water right set forth above that is not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights) within six (6) months of the execution of this Lease or a lease adjustment.

- B. **Future Water Rights and Water Use Generally.** The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:
- i. To drill and use a water well,
 - ii. To develop and use any source of water,
 - iii. To cause any water to be conveyed off the Leased Premises,
 - iv. To bring water onto the Leased Premises.
- C. **Water Systems.** If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.
- D. **Improvements in Aid of Water Use.** Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.
- E. **No Right of Access to Water Rights Upon Expiration or Termination of Lease.** Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

9. Noxious Weeds.

- A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment A.
- B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed

- G. **Improvements Not Approved.** At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.
- H. **Lessor's Removal of Improvement.** Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this section of the Lease shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

11. No Liens.

Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.

12. Sale, Exchange or Change in Use of Leased Premises.

- A. **Sale.** Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by *Section 10. Construction of Improvements, F. Permitted Improvements At Lease Expiration/Termination* of these Lease Provisions, and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.
- B. **Consent To Land Exchange.** Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this Lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.
- C. **Change in Use.** The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

- K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in *Section 12. Sale, Exchange or Change-in-Use of Leased Premises* of these Lease Provisions.
- L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.
- M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.
- N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

15. Indemnification.

Lessee shall indemnify, defend and hold harmless Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, actions, damages, costs, expenses or losses, including reasonable attorney's fees and costs caused by or arising out of the performance, acts or omissions of Lessee, Lessee's agents, officers or employees, or persons using the Leased Premises with Lessee's permission, or otherwise arising out of Lessee's use or occupation of the Leased Premises; or arising from the failure of the same to comply with any applicable state, federal, local, law, statute, rule, regulation, act, or provision of this Lease. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of Lessor, and this duty shall survive the termination or expiration of this Lease.

16. Payment of Taxes, Assessments or Fees – Lien.

Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

17. Lessee's Default.

- A. **Lessee's Failure to Comply.** Lessee's failure to comply with the Lease Provisions and any Special Terms and Conditions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.
- B. **Lessor's Performance Upon Lessee Default.** In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

18. Surrender of Land.

Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises

24. Miscellaneous.

- A. **No Trespass.** Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor in a manner not approved within the Lease Terms and Special Provisions, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.
- B. **Appraisals and Valuations.** Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.
- C. **Subject to Existing Leases/Easements.** This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.
- D. **Timber.** This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.
- E. **Modification.** This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.
- F. **Binding on Heirs and Successors.** This Lease, including the Lease Provisions and any Special Terms and Conditions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.
- G. **Lessee's Non-Discrimination.** Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- H. **Entire Agreement.** This Lease, including the Summary of Lease Provisions, the Lease Provisions, the Signature Page and all Attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- I. **Governing Law and Forum.** This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.
- J. **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- K. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Ben Ysursa
Secretary of the State of Idaho

C. L. "Butch" Otter
President of the State Board of Land Commissioners
and Governor of the State of Idaho

Thomas M. Schultz, Jr.
Director Department of Lands



(SEAL)

STATE OF IDAHO)
COUNTY OF ADA)

On this 24th day of October, 2014, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the President of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: Vanessa Wilson

Commission expires: 8-11-2014



Attachment B LEASED PREMISES LEGAL DESCRIPTION

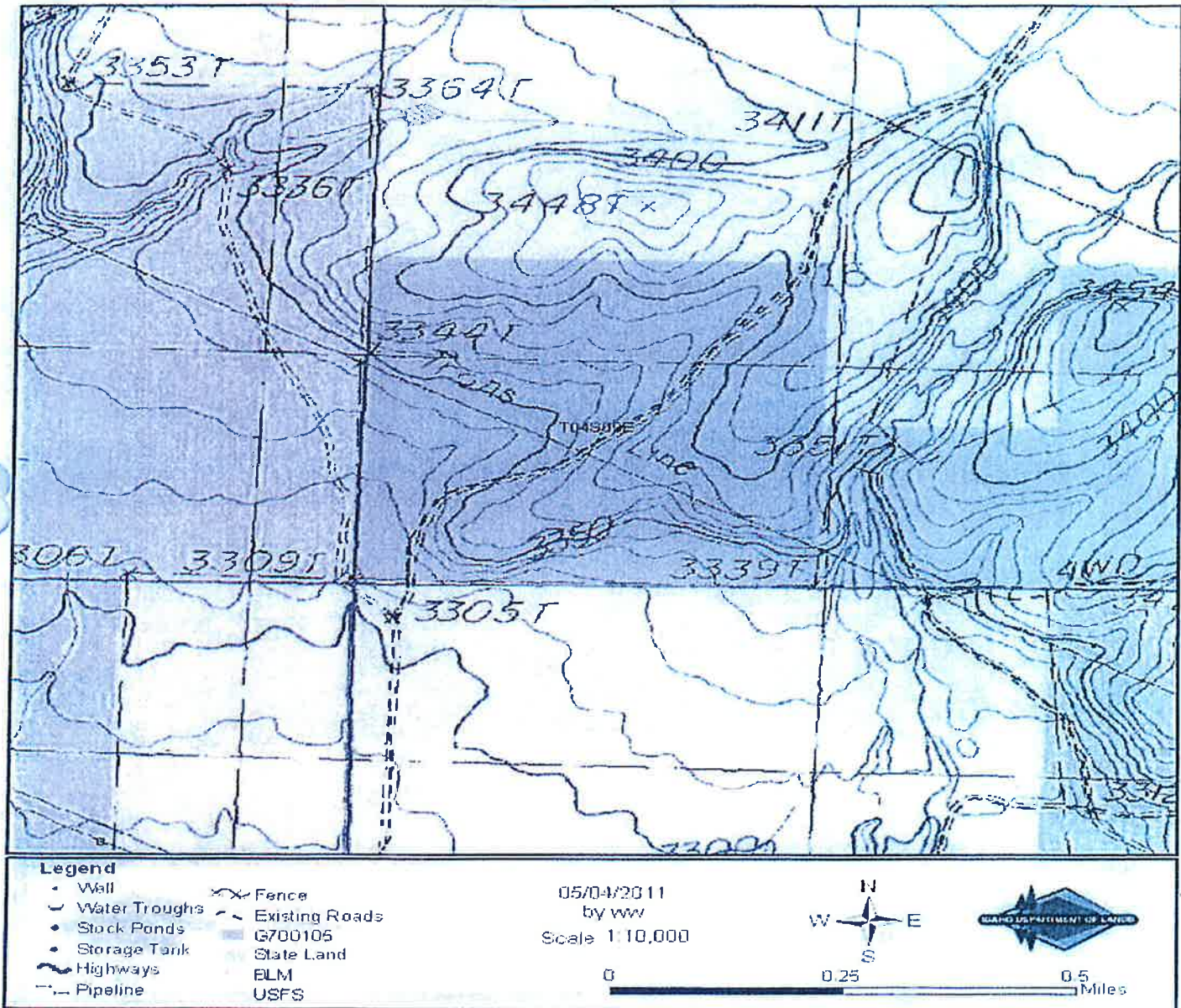
Township, Range, Section	Legal Description	Grazing Acres	AUMS	County	Endowment
02S-10E 13	NWSW,NWNW	80.00	8.00	Elmore	PS
02S-10E 14	NENE	40.00	4.00	Elmore	PS
02S-10E 23	E2E2,SWSE	200.00	32.00	Elmore	PS
02S-10E 26	NWNE,NENW,SESW,S2SE	200.00	40.00	Elmore	PS
02S-10E 27	S2S2,NWSW	200.00	36.00	Elmore	PS
02S-10E 28	S2S2	160.00	22.00	Elmore	PS
02S-10E 33	NESW,E2	360.00	39.00	Elmore	PS
02S-10E 34	N2,N2SW,NWSE,SWSW	480.00	87.00	Elmore	PS
02S-10E 35	NENE,N2NW	120.00	20.00	Elmore	PS
02S-11E 14	SWSW	40.00	5.00	Elmore	PS
02S-11E 15	S2,SWNE	360.00	45.00	Elmore	PS
02S-11E 16	SENE,NESE,W2E2,E2W2	400.00	50.00	Elmore	PS
02S-11E 17	SE, SESW	200.00	43.00	Elmore	PS
02S-11E 20	E2,NENW	360.00	57.00	Elmore	PS
02S-11E 21	W2W2,SESW	200.00	22.00	Elmore	PS
02S-11E 22	NWNW	40.00	5.00	Elmore	PS
02S-11E 23	W2NW,NWSW	120.00	12.00	Elmore	PS
02S-11E 24	S2S2,NESW	200.00	34.00	Elmore	PS
02S-11E 25	ALL	640.00	107.00	Elmore	PS
02S-11E 26	ALL	640.00	60.00	Elmore	PS
02S-11E 27	E2,E2W2,W2NW	560.00	75.00	Elmore	PS
02S-11E 28	N2N2,N2S2,S2NE,SENW	440.00	64.00	Elmore	PS
02S-11E 29	NE,SW,N2SE,SENW	440.00	73.00	Elmore	PS
02S-11E 31	SE,S2NE	240.00	26.00	Elmore	PS
02S-11E 32	S2NW,N2SW,SWSW,E2SE	280.00	28.00	Elmore	PS
02S-11E 33	ALL	640.00	80.00	Elmore	PS
02S-11E 34	NE,NENW,W2SW,SESW	320.00	40.00	Elmore	PS
02S-11E 35	N2,N2SW,NESE	440.00	37.00	Elmore	PS
02S-11E 36	NE,W2NW,SW,E2SE	480.00	60.00	Elmore	PS
03S-11E 04	LOT4(NWNW)	36.81	3.00	Elmore	PS
03S-11E 05	LOT1(NENE)SENE	76.99	6.00	Elmore	PS
03S-11E 06	SENW,E2SW	120.00	7.00	Elmore	PS
04S-09E 18	SW	160.00	37.00	Elmore	PS
04S-09E 36	ALL	640.00	65.00	Elmore	PS
04S-10E 16	ALL	<u>640.00</u>	<u>109.00</u>	Elmore	PS
		10,553.80	1,438.00		

Attachment C SITE MAP(S)

MAP #2

Grazing Lease G700105
T04S R09E Sec 16

Map 2 of 12

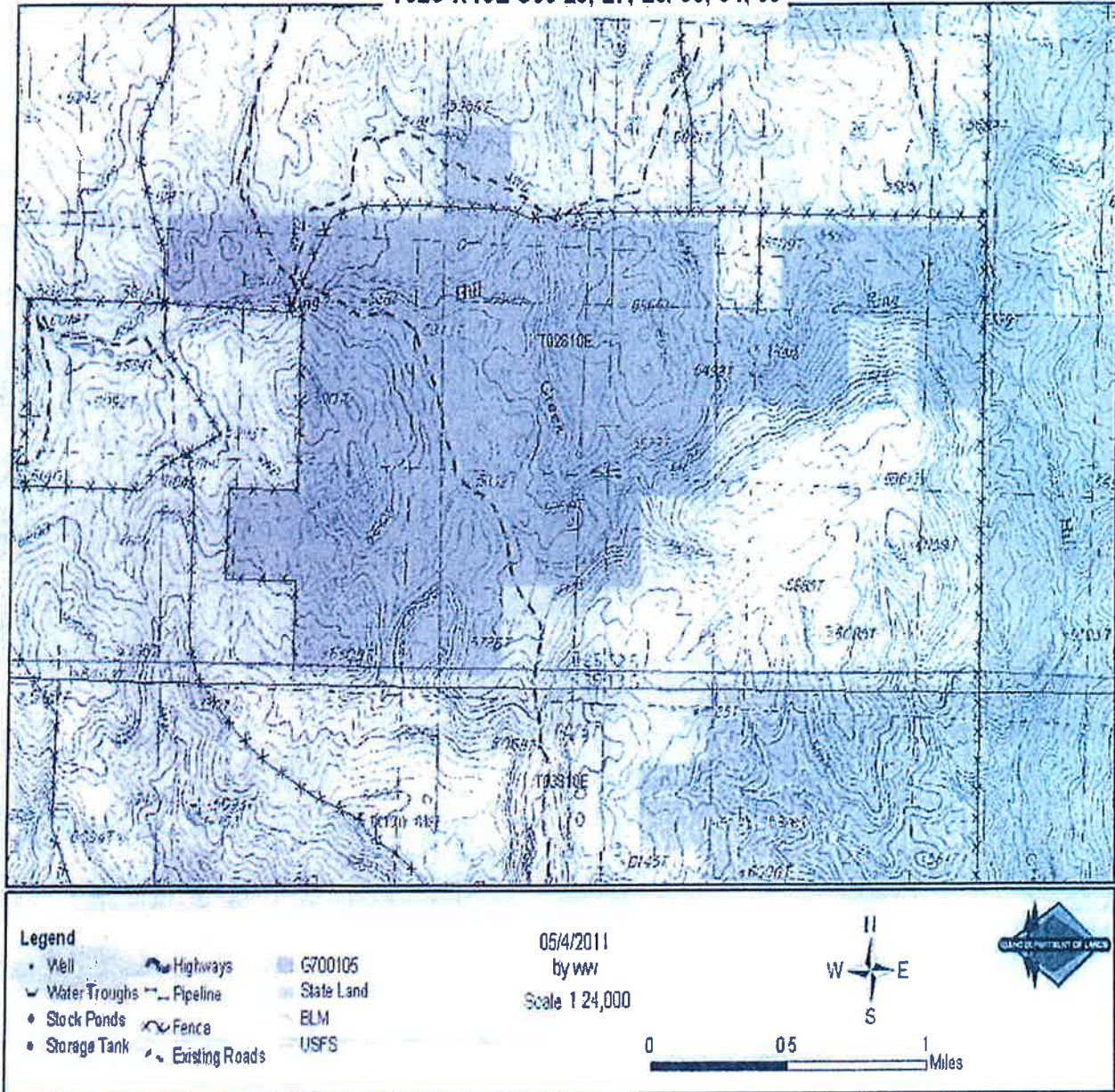


Attachment C SITE MAP(S)

MAP #4

Grazing Lease G700105
T02S R10E Sec 26, 27, 28, 33, 34, 35

Map 4 of 2

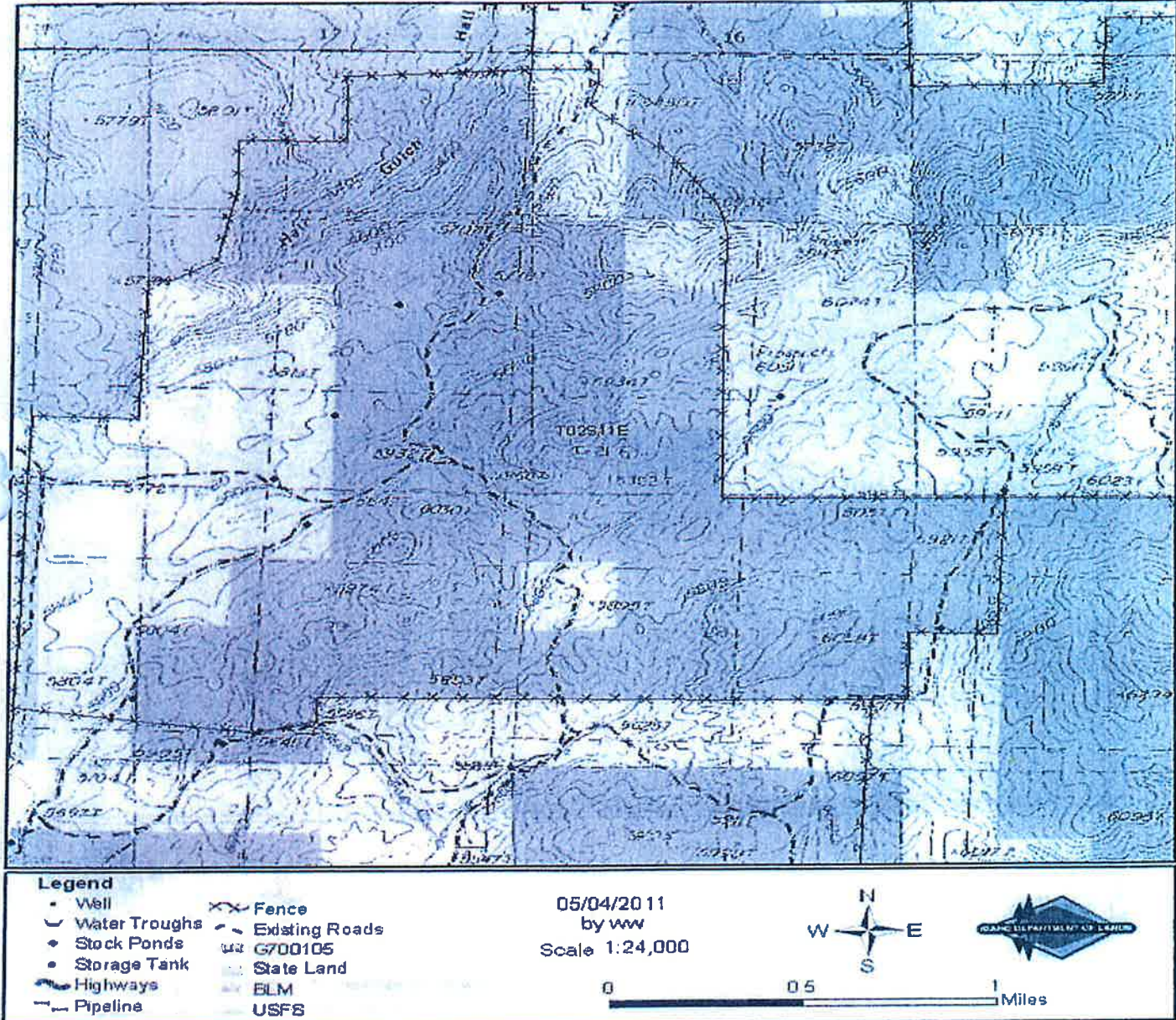


Attachment C SITE MAP(S)

MAP #8

Grazing Lease G700105
T02S R11E Sec 16, 17, 20, 21, 27, 28, 29

Map 8 of 12

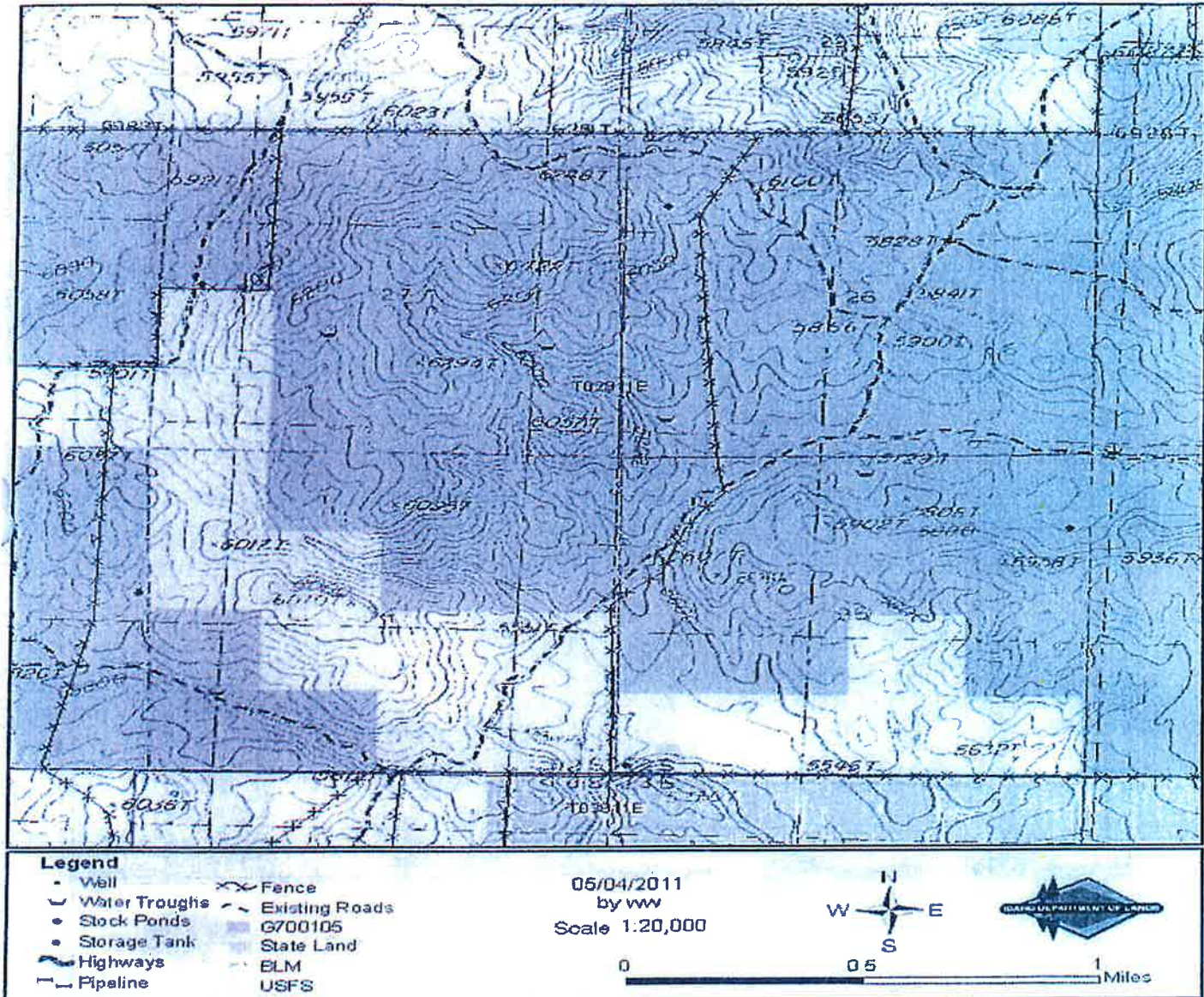


Attachment C SITE MAP(S)

MAP.#10

Grazing Lease G700105
T02S R11E Sec 26, 27, 34, 35

Map 10 of 12



Attachment C SITE MAP(S)

MAP #12

Grazing Lease G700105 Vicinity Map

Map 12 of 12

