

2002

TC-34-18

BEFORE THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION )  
FOR TEMPORARY CHANGE OF A )  
WATER RIGHT Lynn Rothwell )  
34-0733 )

ORDER AUTHORIZING  
TEMPORARY CHANGE

WHEREAS, a drought emergency has been declared for .  
counties to allow administrative actions to lessen the severe impacts of the drought  
conditions in the counties; and

WHEREAS, section 42-222A, Idaho Code, provides that upon declaration of a  
drought emergency, the director of the Department of Water Resources ("Department")  
is authorized to allow temporary changes in the point of diversion, the place of use, and  
the purpose of use for valid existing water rights when the director determines that such  
changes can be accomplished in accordance with the provisions of section 42-222A,  
Idaho Code; and

WHEREAS, on 6/6/02, Lynn Rothwell submitted the attached  
Temporary Change Application ("application") to the Department; and

WHEREAS, the Department has reviewed the application and has determined  
the application can be approved with certain conditions;

ORDER

IT IS HEREBY ORDERED that the application is **APPROVED** subject to the  
following conditions:

1. Diversion and use of right no(s). 34-0733 is authorized only  
at the point of diversion and place of use described on the application.
2. This temporary change approval does not authorize construction of a new  
well as a new point of diversion.
3. The applicant assumes all risk of curtailment or mitigation should the  
diversion and use of water under the temporary change approval cause  
injury to other water rights, constitute an enlargement in use of the original  
right, be inconsistent with the conservation of water resources within the  
state of Idaho, or not be in the local public interest.
4. This temporary change approval may only be used to provide a

replacement water supply to lands or other uses which normally have a full water supply, except for the drought condition. This temporary change approval may not be used to provide water for new development or to allow expansion of the use of water under existing water rights.

5. Right(s) 34-0733 are limited to the irrigation of a total of 72.4 acres in a single irrigation season.
6. This temporary approval does not authorize the use of diversion works or a delivery system owned by or managed by a corporation or an irrigation district without the written consent of such corporation or irrigation district.
7. The applicant agrees to hold the director and the state of Idaho harmless from all liability on account of the diversion and use of water under this temporary change approval.
8. This temporary change approval does not grant any right-of-way or easement to use the diversion works or conveyance works of another person or entity.
9. The applicant shall measure the amount of water diverted and shall report the amount of water diverted under this approval.
10. The watermaster of Water District No. 34 is authorized to administer the temporary change approval.
11. This temporary change approval expires on 11/1/2002 unless rescinded or extended by the director. Thereafter, the water right shall revert to the point of diversion, place of use and nature of use existing prior to the temporary change approval.

DATED this 21<sup>st</sup> day of June, 2002.

  
RONALD D. CARLSON  
EASTERN REGION MANAGER

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## TEMPORARY CHANGE APPLICATION

(To change point of diversion, place of use or purpose of use)

Name of Applicant Lynn Rothwell Phone (208) 588-2283Post Office Address Route 1 Moore ID 83255

## A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use  
☐ Change purpose of use ☐ Other

2. Describe the proposed change(s) and the reason(s) thereof temporary transfer to  
compensate for drought

## B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 34-0033 Priority 7-21-1886 Amount (cfs/ac-ft) 1.44 Nature of Use Irrigation Period of Use 05-01 to 10-15  
to  
to  
to

2. Total amount of water being transferred 1.44 cubic feet per second and/or \_\_\_\_\_ acre-feet per annum.3. Source of water Big Lost River tributary to Sinks

4. Point(s) of Diversion:

Ident No.	Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	SW	11	6N	2SE	Custer	Beck/McGowan Ditch

5. Lands irrigated or place of use: Place of Use from right # 34-00040

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	2SE	12											40	40			40	40	160
		13		40			38	27											105

\* as per phone conversation w/ Lynn Rothwell

Total Acres 265

6. General Information:

- a. Who owns the water right to be changed? LDS Church
- b. Describe the arrangement allowing use of the right \_\_\_\_\_
- c. Describe the affect on the land now irrigated if the change is approved pursuant to this application:  
will dry up
- d. Has the water right sought to be transferred been used this year? no If yes, explain. \_\_\_\_\_
- e. Absent the changes, how would the right be used for the remainder of the year? would not be deliverable
- f. Describe other water rights used for the same purpose.  
none
- g. Remarks: \_\_\_\_\_

I hereby assume all risk in accordance with Section 42-222A, Idaho Code, and assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

  
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by HWT Date 6-6-02 Fee \$50.00  
Received HWT # E027825 Recommend: \_\_\_\_\_ approve \_\_\_\_\_ deny \_\_\_\_\_  
Watermaster recommendation \_\_\_\_\_

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Temporary Change Application No. \_\_\_\_\_

And said application is hereby \_\_\_\_\_, subject to the following limitations and conditions:

Witness my hand this 21<sup>st</sup> day of June, 2002.

  
For the Director

## IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 34-733

WATER RIGHT NUMBER: 34-733

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS REAL ESTATE DIVISION TWELFTH FLOOR 50 E N TEMPLE ST SALT LAKE CITY, UT 84150-0012 (801) 240-3840

Priority Date: 07/21/1886      Basis: Decreed      Status: Active

<u>Source</u>	<u>Tributary</u>
BIG LOST RIVER	SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	5/01 to 10/15	1.440 CFS	

Total Diversion:      1.440 CFS

Location of Point(s) of Diversion

BIG LOST RIVER      SE1/4NW1/4NW1/4      Sec. 34, Twp 07N, Rge 24E, B.M.  
CUSTER County

Place of Use      IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	25E	11													40.0	32.4			72.4

Total Acres: 72.4

Conditions of Approval:Remarks:

1. WATER IS DELIVERED THROUGH THE BURNETT DITCH. PROPERTY IS AKA LESLIE WARD WELFARE FARM.

Comments:

1. GTAYLOR 9/10/1996 REFORMAT      Comment: FIRST 8-5-96

Dates and Other Information:

Licensed Date:  
Decreed Date: 12/10/1997  
Water Supply Bank Enrollment Accepted:  
Water Supply Bank Enrollment Removed:  
Enlargement Use Priority Date:  
Enlargement Statute Priority Date:  
Formal Action Date:  
State or Federal: S  
Owner Name Connector: OR  
Water District Number: 34  
Generic Max Rate Per Acre:  
Generic Max Volume Per Acre:  
Decree Defendant:  
Decree Plaintiff:  
Civil Case Number:  
Judicial District:  
Swan Falls Trust or Nontrust:  
Swan Falls Dismissed:  
DLE Act Number:  
Carey Act Number:  
Mitigation Plan: False

## IDAHO DEPARTMENT OF WATER RESOURCES

## Water Right Report 34-40

WATER RIGHT NUMBER: 34-40

Owner Type                      Name and Address  
 Current Owner                      LYNN & TED ROTHWELL  
    DARLINGTON, ID 83231  
    (208)588-2283

Priority Date: 06/30/1891                      Basis: Decreed                      Status: Active

Source    Tributary  
 BIG LOST RIVER                                      SINKS

Beneficial Use                      From    To                      Diversion Rate                      Annual Volume  
 IRRIGATION                                      5/01 to 10/15                      2.000 CFS

Total Diversion:                      2.000 CFS

Location of Point(s) of Diversion

BIG LOST RIVER                                      SW1/4SE1/4SW1/4                      Sec. 11, Twp 06N, Rge 25E, B.M.  
    CUSTER County

BIG LOST RIVER                                      NE1/4NE1/4SW1/4                      Sec. 10, Twp 06N, Rge 25E, B.M.  
    CUSTER County

Place of Use                      IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 25E 12											40.0	40.0			40.0	40.0	160.0
06N 25E 13			40.0			38.0	27.0										105.0

Total Acres: 265

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
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. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.

Remarks:

1. Place of Use    USE OF THIS RIGHT WITH RIGHT NOS. 34-02391A, 34-00039, 34-00041, 34-10464 AND  
                          - Irrigation    34-04037 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 295 ACRES IN A  
    SINGLE IRRIGATION SEASON.  
    THIS RIGHT IS LIMITED TO THE IRRIGATION OF 100 ACRES WITHIN THE PLACE OF USE  
    DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
2. Explanatory    WATER DELIVERED THROUGH ANGELO DITCH AND BECK/MC GOWAN DITCH.
3. Quantity        USE OF THIS RIGHT WITH RIGHT NOS. 34-02391A, 34-00039, 34-00041, 34-10464 AND  
    34-04037 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 8.43 CFS.

Comments:Dates and Other Information:

Licensed Date:  
 Decreed Date: 12/14/2001  
 Water Supply Bank Enrollment Accepted:  
 Water Supply Bank Enrollment Removed:

*f/n*



## LEASE

THIS INDENTURE OF LEASE, made this 8<sup>th</sup> day of November, 2000, between FARM MANAGEMENT COMPANY, 139 East South Temple, Suite 110, Salt Lake City, Utah 84111-1103, Agent, hereinafter called the "Landlord", and

Lynn O. Rothwell  
Route 1  
Darlington., ID 83231  
Telephone No. (208) 588-2283

hereinafter called the "Tenant".

### WITNESSETH:

1. Lease Premises. In consideration of the rents and covenants hereinafter reserved, Landlord does hereby rent and lease to Tenant, and the Tenant hereby leases from Landlord the following described real property situated in or near Leslie (City/Town) County of Custer, State of Idaho, to wit:

(See attached legal description, Exhibit "A"  
being approximately 78 cropland acres.)

Along with the above described property, the capital assets such as house, barn, corrals, irrigation equipment, etc., which are listed on Exhibit B are also furnished and accountable by the Tenant, who attests to the condition shown thereon. An "X" placed in this box [X] indicates Exhibit B is attached hereto and made a part hereof.

2. Landlords Identification. Transactions and or correspondence dealing with said property should include the following identification:

FMC Lease Number	471-01-05
Property Name	ID Leslie
Property Number	508-6671

3. Term. The term of this lease shall be for a period of 5 crop years commencing 1 December 2000, and shall extend to and include 30 November 2005.

#### 4. Rent.

a. Tenant shall pay to Landlord as rent for said leased premises \$4,500.00 per year. The first half of the annual rental amount (\$2,250.00) shall be paid on 1 June, and the final half shall be paid on 1 November. Rental payments shall be made to the Farm Management Company at the address above.

b. Tenant shall pay as additional rent, all repair and maintenance cost associated with the irrigation equipment up to a maximum of \$1,000.00 per year.

c. Tenant agrees to purchase  $\frac{1}{4}$  mile existing wheel line for the sum of \$3,000.00. Landlord will provide and install a used Valley Center pivot.

5. Interest and Surcharge. Lease payments received more than five days after the date due shall be subject to a 5% surcharge. In addition, lease payments received more than five days after the date due shall be subject to interest on the amount of the overdue lease payment at the rate of 18% (or legal maximum, whichever is less) per annum until paid.

6. Termination. In the event of sale or a decision by the Landlord to direct operate this property at any time during the term of this lease, Landlord may terminate this lease as to all or any part of the property by giving Tenant 30 days written notice prior to the end of a crop year which is agreed to be 31 October of any year. If field work has been done toward the next following crop year, such as seed bed preparation or actual planting of a crop, Landlord shall pay the Tenant for the work performed based on custom rates prevalent in the area. Landlord will notify Tenant in writing when a decision has been made to sell the property and active marketing has begun. Tenant agrees to allow prospective buyers reasonable access and otherwise cooperate with efforts to sell the property.

7. Insolvency. If the Tenant shall at any time during the term of this Lease be or become insolvent, or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or other officer takes possession of the leased premises under process of any court and such process is not stayed, quashed or bonded within thirty (30) days after the date of such seizure, then and in each of such cases it shall and may be lawful for the Landlord at its election to enter into and upon the leased premises or property, or any part thereof, or the whole thereof, and to have, hold, possess, and enjoy the same, as of the Landlord's former estate, discharge from these presents, and this Lease shall thereupon be terminated. Anything herein contained to the contrary thereof is anyway notwithstanding including the rights under paragraph Number 6 which are herewith forfeited.

8. Security Interest. In addition to any statutory lien in favor of Landlord, the Tenant hereby grants to the Landlord a contractual Landlord's lien and a security interest in the crop to be grown on the leased premises, the proceeds thereof and any future crop to be grown thereon. The Tenant agrees to execute any supplemental documentation necessary for the creation or perfection of this lien, e.g., UCC-1 Financing Statement, Security Agreement and such additional documentation as may be necessary to perfect or otherwise enforce this security interest. The Tenant further agrees to cooperate with the Landlord in notifying potential purchasers or third party claimants to the crop of the lien and to provide a list of all possible purchasers of the crop if requested. The Tenant expressly agrees that the Landlord's lien and security interests hereunder on the crops produced on the premises shall be a first lien and all other liens and security interests shall be subordinate thereto. The requirements of this clause may be waived provided the tenant does not become delinquent on any payments due throughout the term of this agreement.

9. Report. Tenant shall provide timely periodic reports as requested by Landlord which may include crop plans, fertilizer, pesticide and herbicide applications, tillage practices, yields and other requested information. Landlord may require verification of amounts with invoices, storage or sales



receipts, etc.

10. Payment of Taxes. Landlord shall pay all real estate taxes due and owing on said leased premises.

11. Water Charges and Assessments. Landlord shall pay all water assessments and special assessments due and owing for irrigation water on said leased premises. Landlord shall not be liable for any failure or shortage in the supply of irrigation water. Water availability will be based on historical usage. Culinary water costs, if any, shall be paid by the Tenant.

12. Utility Charges. In addition to the rent herein agreed to be paid, Tenant agrees to pay before delinquency all charges for utilities used by the Tenant or charged to said leased premises including, but not limited to, water for domestic or livestock use, gas, heating, cooling, electricity, and power, including power to deliver irrigation water. Tenant agrees not to permit any charges of any kind to accumulate or become a lien against leased premises.

13. Legal and Environmental. Tenant agrees to comply with all applicable federal, state and municipal regulations with respect to the use of the leased premises including, but not limited to, those relating to zoning, well drilling, mining, pollution, permitting, environmental and land reclamation. Tenant shall not use or grant or allow use of the property or any portion thereof, for the dumping of refuse or any material that could be considered as refuse, including any toxic or hazardous material; and shall comply with any governmental or manufacturers regulation relating to the use and disposal of any products, waste or otherwise. Tenant agrees to indemnify and hold Landlord harmless from any liability or claimed liability resulting from any use or occupancy of premises by Tenant and Tenant shall defend Landlord and pay all reasonable attorney's fees and court costs incurred by Landlord.

14. Use and Operations. Tenant shall use the leased premises for the purpose of carrying on agricultural operations and for no other purposes without the written consent of Landlord first had and obtained. All operations conducted on the Premises by the Tenant shall be conducted by the Tenant in accordance with a high level of husbandry practiced in the location of the Premises. Such husbandry includes, but is not limited to, use of certified seed, the control of noxious weeds, the maintenance of canals and ditches so the same are free of weeds, the maintenance of fences, improvements, any wells, pumps and irrigation equipment on said premises, in as good condition as they are upon the commencement of this lease. Tenant specifically agrees that the entire property, including ditch banks, fenceclines and roadways, shall not be used as a storage area for malfunctioning automobiles, trucks, farm machinery, other nonuseable equipment or spare parts therefore. Tenant further agrees not to commit waste, allow erosion, or suffer the unwarranted waste of water to be committed on the leased premises. Tenant assumes full responsibility and liability for hazardous substances that are brought, stored, or left on the property.

15. Agricultural Regulations. Tenant agrees to comply with and conform to all applicable rules and regulations of the United States Department of Agriculture relating to the growing and marketing of crops, including conservation plans and giving timely reports of acreages and yields, and to take no action which would in any way jeopardize or prejudice the crop allotment or allotments applicable to the premises, or to in any way jeopardize or prejudice the water rights thereof. If the Tenant participates in any farm support programs through the Farm Service Agency (FSA) or other similar

entity, the parties agree that such benefits shall be applicable to the Tenant and Tenant shall first notify Landlord of his intent to participate. The Landlord agrees to execute any such documents as may be required to enable the Tenant to participate in the programs approved by the Landlord. Any programs shall be for the direct benefit of Tenant during the term of the lease and shall not extend beyond the future term of the lease.

16. Alterations. The Tenant shall not make or permit any other person to make any alterations to the Premises or to any improvements thereon or facility appurtenant thereto without the written consent of the Landlord first had and obtained.

17. Encumbrance of Title. Nothing herein contained shall authorize the Tenant to do any act or make any contract so as to encumber or affect in any manner the title or rights of the Landlord in the said premises, it being understood that all repairs and alterations made by the Tenant upon or in the premises shall be paid for by the tenant in cash or its equivalent, and it is specifically agreed and notice is hereby given to the effect, that no contract, transfer, assignment, mortgage, judgement, mechanic's or other lien arising out of the transactions of the Tenant shall in any manner affect the title of the Landlord in said premises or take precedence to any of the rights or interest of the Landlord herein.

18. Acceptance of Leased Premises. Tenant has independently examined the leased premises and shall be deemed to have accepted said leased premises in their then condition at the commencement of the term of this lease and Tenant is not relying on any statement or representation of Landlord.

19. Repairs and maintenance. Tenant shall pay all operating expenses and shall keep the leased property and improvements thereon; including irrigation ditches and sprinkler systems, if any, in good order and repair. Tenant is expected to pay the costs of all repairs, replacements, routine maintenance, etc., to a limit of \$1,000.00 per year as stipulated in paragraph 4 (b). Landlord shall pay the cost of any repairs above the \$1,000.00 limit including but not limited to, overhaul of irrigation pumps and motors, replacement of irrigation main lines, building roof replacement or full shingle replacement, etc. Tenant will cooperate with landlord in supplying labor and equipment in doing replacements or upgrades with Landlord paying material costs. All major expenditures for which the Landlord will be responsible, except in an emergency situation, must be approved in writing prior to making any commitments for such expenditures. In making repairs, overhaul or performing maintenance, Tenant shall further comply with all Federal, State and Municipal laws, rules, regulations and ordinances with regard to the use and condition of the leased property.

20. Insurance. Tenant shall maintain in effect during the terms of the lease insurance in the following categories:

a. General Liability. A commercial insurance policy applicable to the premises and the activities of the Tenant thereon shall be obtained. A combined single limit of not less than \$1,000,000.00 per occurrence, bodily injury and property damage liability shall apply. The Landlord shall be added as an additional insured on the commercial policy, also provide Landlord with a copy of insurance policy with a 30-day notice of cancellation.

b. Tenant's Personal Property. Tenant shall be solely responsible for providing insurance against theft or damage for any personal property, including personal property of others in

custody, care or control of the Tenant, which is used in the operation of this said leased premise.

c. Worker's Compensation. Tenant shall maintain adequate worker's compensation coverage during the entire term of this lease. Tenant shall provide Landlord with 30 days prior notice of any cancellation or material change in the policy.

21. Indemnities. Tenant, during continuance of this lease, covenants and agrees to indemnify and save harmless the Landlord from each and every loss, cost, damage, and expense, including reasonable attorney's fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the condition of the leased premises or of the streets and roads in front of or adjacent thereto, or the use or neglect thereof by Tenant. Tenant further agrees to pay all reasonable expenses and attorneys' fees incurred by Landlord in the event that Tenant shall default under the provisions of this Paragraph. Landlord is responsible for any loss, cost, damage or expenses arising out of Landlord's sole negligence.

22. Surrender of Premises Upon Expiration of Term. Upon the expiration of the term of this Lease or its earlier termination, Tenant agrees to forthwith surrender and deliver the leased premises in as good condition and repair as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted, and except further that the Tenant shall not be responsible for damage due to acts of God.

23. Waiver. Any waiver of any default in the payment of the rental or other charges, or any failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of this lease or as a waiver of Landlord's right to terminate the Lease as herein provided, or otherwise to enforce the provision hereof for any subsequent default.

24. Assigning and Subletting. Tenant shall not have the right to assign or sublet the whole or any portion of the leased premises without prior written consent of the Landlord.

25. Inspection. Landlord shall have the right to enter upon the leased premises at any reasonable time for the purpose of inspection and for any other proper purpose.

26. Abandonment of Premises. Tenant shall not vacate or abandon the premises at any time during the term without Landlord's written consent; and if Tenant shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the premises, shall be deemed to be abandoned at the option of the Landlord.

27. Default. In the event of any default by Tenant under any provision of this Lease, it shall be lawful and optional for the Landlord to declare a termination of this Lease and re-enter upon said demised premises and to again repossess and enjoy the same and all improvements thereon, and thereupon this Lease shall terminate; and in addition thereto, upon such default, the Landlord shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder or for damages that it may have sustained on account of the Tenant's non-fulfillment or non-performance of the agreements and provisions hereof or for any other sums that may be due according to the terms hereof.

28. Time of the Essence. Time is of the essence of this lease.

29. Attorney Fees. Should any litigation be commenced between the parties to this lease concerning the Premises, this lease or the rights and duties in relation thereto, the prevailing party in such litigation shall be entitled, in addition to all other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

30. Captions. The captions used as headings of the various paragraphs are for convenience only, and are not to be considered as part of this Lease, or used in determining the intent or context thereof.

31. Benefit. The Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns subject, however, to the provisions hereof with respect to assignment by the Tenant.

32. Changes. It is expressly understood and agreed by and between the parties and that the terms and conditions hereof shall not be altered, changed, diminished, enlarged or varied except by subsequent written agreement signed by the parties hereto.

33. Structure. Tenant shall not erect or place upon the demised premises any structures, buildings, or improvements, permanent or temporary, nor alter the existing structures, if any, without the prior written consent of Landlord. Upon termination of this Lease, all structures, buildings, improvements, and alterations, erected, placed or made upon the demised premises shall, at the option of Landlord, remain and become the sole property of Landlord. Should Landlord elect not to exercise this option, Tenant shall remove all said structures, buildings, improvements and/or alterations from the demised premises.


34. Notices. All notices which shall be required by this lease or by law shall be delivered personally to the parties or sent by registered mail addressed to the parties at the addresses in the opening paragraph of this lease unless either party shall notify the other in writing of a different address.

IN WITNESS WHEREOF, the parties have executed this lease effective the day and year first above written.


TENANT

  
Signature

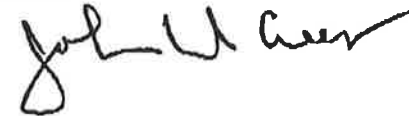
Signature of Partner (if applicable)

  
Signature of Spouse (If married)

Signature of Partner's Spouse (if married)

  
LANDLORD

FARM MANAGEMENT COMPANY, Agent

By 

**EXHIBIT A****PROPERTY NAME:** ID Leslie**PROPERTY NUMBER:** 508-6671**FMC NUMBER:** 471**ACREAGE:** 80 [78 cropland] (MORE OR LESS)

**NOTE:** The acreage and legal description is furnished for identification purposes only and may or may not be entirely accurate. This description generally may not be used for establishing legal ownership.

**LEGAL DESCRIPTION:**

N ½ of the SE ¼ of Section 11, Township 6 North, Range 25 East, Boise Meridian.



**EXHIBIT B****FMC No. 471****Property No. 508-6671****CAPITAL ASSETS FURNISHED****Description****Condition\***

Irrigation Sprinkler System Consisting of:

1 ea. Used Center Pivot

3

30 HP Motor and Pump

4

1 ea. Steel Grain Storage Bin, 2,300 Bushels

3

1 ea. Timer Clock

4

\*1 = Junk (no useful life)  
2 = Poor (1/4 useful life)  
3 = Fair (1/2 useful life)  
4 = Good (3/4 useful life)  
5 = Near New (full useful life)