

T4407 MORGAN / LDS CHURCH

7/92

1430" Brent Morgan
1870" LDS ChurchIdent. No. 4407

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 BRENT MORGAN & LATER DAY GAIUYS Phone 527-3644
Post Office address P.O. BOX 901 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) therefor IRRIGATOR HAS FINISHED HIS CROP FOR THE 94 SEASON AND REQUESTS TRANSFER OF THE BALANCE OF DECREE RETENTION CREDIT TO THE P.U. PLANCH FOR BALANCE 94 SEASON TO SAVE A CROP

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

Right Number	Priority	Amount	Nature	Period of Use
<u>34-10368</u>	<u>06-01-86</u>	<u>1.6 CFS</u>	<u>IRRIGATION</u>	<u>05-01</u> to <u>10-15</u>
<u>31-00781</u>	<u>05-31-86</u>	<u>3.2 CFS</u>	<u>IRRIGATION</u>	<u>05-01</u> to <u>10-15</u>
				to
				to

2. Total amount of water being transferred 4.8 CFS cubic feet/second and/or _____ acre-feet per annum.

3. Source of water BIG LOST RIVER tributary to GAIUYS

4. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

5. Lands irrigated or Place(s) of Use: TRANSFER TO P.U. PLANCH

5. Lands irrigated or Placed(s) of Use:																			Totals
TWP	RGE	SEC	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	2E	22	37	37	31	37													164
4N	2E	23																	143

Total acres 307

217

6. General Information:

- a. Who owns the water right to be changed? BRENT MORGAN & CHURCH OF SEAS
CHURCH LIMITED PARTNERSHIP (LEASED)
- b. Describe the arrangement allowing use of the right EMERGENCY DECLARATION
BONTE COUNTY
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this application:
NONE 94 SEASON CROP
- d. Has the water right sought to be transferred been used this year? YES If yes, explain. IRRIGATOR
HAS FINISHED CROP FOR 94 SEASON
- e. Absent the changes, how would the right be used for the remainder of the year? IRRIGATOR HAS
FINISHED CROP FOR 94 SEASON
- 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, understand that any willful misrepresentations made in this application may result in voiding its approval.

B. F. U. -
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by W. M. Date 8/2/94 Fee \$50

Receipted HWS # EO20119 Recommend: approve deny

Watermaster recommendation Approve

Big Lost Trng. Distr. Recommendation Approve

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 _____ day of _____, 199____.

PLEASE SEND YOUR CHANGE OF OWNERSHIP TO THE NEAREST REGION
OFFICE:

IDWR WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705
(208) 334-2190

IDWR SOUTHERN REGION
222 SHOSHONE ST EAST
TWIN FALLS ID 83301
(208) 736-3033

IDWR NORTHERN REGION
1910 NORTHWEST BLVD #210
COUER D'ALENE ID 83814
(208) 769-1450

IDWR EASTERN REGION
900 N SKYLINE
IDAHO FALLS ID 83402
(208) 525-7161

Water Right Number - 34-00781

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***

CHURCH OF JESUS CHRIST LATTER DAY SAINTS

1 - REAL ESTATE DIVISION

2 - TWELFTH FLOOR

3 - 50 EAST NORTH TEMPLE STREET

City- SALT LAKE CITY

State- UT Zip- 84150

Phone - 801-240-2929

*** K - ALSO KNOWN AS ***

LDS

1 -

2 -

3 -

City- SLC

State- UT Zip- 84150

Phone - 208-000-0000

*** O - ORIGINAL OWNER ***

WADDOLPS

EZRA

1 -

2 -

3 -

City- N/A

State- ID Zip- 00000

Phone - 208-000-0000

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
05/31/1885 15 EASTERN D - DECREED+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
BIG LOST RIVER SINKS+ - - - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name
05N 26E 4 NW SE SE (23) BUTTE+ - - - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 05/01 10/15 3.200+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
3.200 0.0+ - - - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
05N 26E 26 SW NW 27.0 01 IRRIGATION (23) BUTTE
05N 26E 26 SE NW 31.0 01 IRRIGATION (23) BUTTE
05N 26E 26 NE SW 23.0 01 IRRIGATION (23) BUTTE
05N 26E 26 NW SW 39.0 01 IRRIGATION (23) BUTTE
05N 26E 27 NE SE 17.0 01 IRRIGATION (23) BUTTE

Total Acres: 137.0

+ - - Diversion Means - HEADGATE OF MUNSEY DITCH.

80
217

Prefix Translation: WATER RIGHT

+ - - - - - Remarks - - - - - +

+ - - - - - Old Water Right Numbers - - - - - +

+----- Conditions of Approval -----+

+ - - Certified Numbers & Date Mailed - 00255879 01/21/92

† Comments †

INITIAL EXAM AND RECOMMENDATIONS BY PAUL R. MEYER. FINAL REVIEW AND DATA ENTRY BY S.W. KEEN ON 7-11-91.

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 06/18/1992	Field Inspection Made	- 04/12/1991	Civil Case Number	- 39576
Objection Filed Date	- 02/26/1993	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 08/19/1991	Old Judicial District	-
Claim Received Date	- 09/26/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	- 34
Licensed Date	- 00/00/0000	Receipt Number	- C011800	Federal/State Indicator	- S
Claims Tape Error Flg	-	POU Ownership Flag	- Y	Presumption Flag	-
Fee Exempt Flag	-	Name Connector	- OR	Notice of Error Flag	-

Water Right Number - 34-00368

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***
MORGAN

BRENT

1 - PO BOX 901
2 -
3 -
City- MOORE
Phone - 208-527-3644

State- ID Zip- 83255

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
06/01/1886 15 EASTERN D - DECREED+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
BIG LOST RIVER SINKS+ - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name
05N 26E 4 NW SE SE (23) BUTTE+ - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 05/01 10/15 1.600+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
1.600 200.0+ - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
05N 26E 34 NE NE 30.0 01 IRRIGATION (23) BUTTE
05N 26E 34 SE NE 20.0 01 IRRIGATION (23) BUTTE
05N 26E 35 NW NW 30.0 01 IRRIGATION (23) BUTTE

Total Acres: 80.0

+ - - Diversion Means - 40 HP TRUBINE PUMP REMOVES WATER FROM EAST SIDE OF CANAL & DISTRI

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - - - - - - - - Remarks - - - - - +
WATER DELIVERED THROUGH THE MOORE DIVERSION, EASTSIDE CANAL.+ - - - - - - - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.+ - - - - - - - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

Prefix Translation: WATER RIGHT

+ - Decree Date - +
10/21/1925

+ - - Certified Numbers & Date Mailed - 00255391 01/21/92

+ Adjudication Rights Dates and Flags Area +

| | | | | | |
|-----------------------|--------------|-----------------------|--------------|-------------------------|---------|
| Court Report Filing | - 06/18/1992 | Field Inspection Made | - 09/27/1991 | Civil Case Number | - 39576 |
| Objection Filed Date | - 02/26/1993 | Field Inspection Flag | - | Old Case Number | - |
| Response Filed Date | - 00/00/0000 | Verified Date | - 05/18/1992 | Old Judicial District | - |
| Claim Received Date | - 05/01/1991 | Last Amended Date | - 00/00/0000 | Temporary Right | - P |
| Proof Due Date | - 00/00/0000 | Proof Made Date | - 00/00/0000 | Water District | - 34 |
| Licensed Date | - 00/00/0000 | Receipt Number | - E016032 | Federal/State Indicator | - S |
| Claims Tape Error Flg | - | POU Ownership Flag | - Y | Presumption Flag | - |
| Fee Exempt Flag | - | Name Connector | - | Notice of Error Flag | - C |

Water Right Number - 34-10776

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***

P U RANCH

1 - 4500 IMPERIAL AVE

2 -

3 -

City- SAN DIEGO

State- CA Zip- 92113

Phone - 619-262-0861

*** O - ORIGINAL OWNER ***

PHILLIPS

GLORIA

1 - RT. 1 BOX 442

2 -

3 -

City- ARCO

State- ID Zip- 83213

Phone - 208-527-3227

PHILLIPS

MERLIN L.

1 - RT. 1 BOX 442

2 -

3 -

City- ARCO

State- ID Zip- 83213

Phone - 208-527-3227

+ - - Priority Date - - + + - - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/01/1886 15 EASTERN D - DECREED+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
BIG LOST RIVER SINKS+ - - - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name
05N 26E 4 NW SE SE (23) BUTTE+ - - - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 05/01 10/15 9.600+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
9.600 892.5+ - - - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
04N 26E 22 NE NE 37.0 01 IRRIGATION (23) BUTTE
04N 26E 22 NW NE 37.0 01 IRRIGATION (23) BUTTE
04N 26E 22 SW NE 39.0 01 IRRIGATION (23) BUTTE
04N 26E 22 SE NE 37.0 01 IRRIGATION (23) BUTTE
04N 26E 22 NE SE 14.0 01 IRRIGATION (23) BUTTE
04N 26E 23 NW NW 1.0 01 IRRIGATION (23) BUTTE
04N 26E 23 SW NW 35.0 01 IRRIGATION (23) BUTTE
04N 26E 23 SE NW 21.0 01 IRRIGATION (23) BUTTE
04N 26E 23 NE SW 38.0 01 IRRIGATION (23) BUTTE
04N 26E 23 NW SW 35.0 01 IRRIGATION (23) BUTTE
04N 26E 23 SW SW 26.0 01 IRRIGATION (23) BUTTE

Water right number - 34-10776

Prefix Translation: WATER RIGHT

| Tw | Rng | Sec | Tract | Lot | Acres | Code | Description | County |
|-----|-----|-----|-------|-----|-------|------|-------------|-------------|
| 04N | 26E | 23 | SE SW | | 37.0 | 01 | IRRIGATION | (23) BUTTE |

Total Acres: 357.0

+ - - Diversion Means - HEADWORKS OF THE EASTSIDE CANAL. SPRINKER AND FLOOD IRR.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - STORAGE RIGHTS IN MACKAY RESERVOIR.

| Remarks |
|--|
| WATER DELIVERED THROUGH EASTSIDE DITCH.
THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 34-00137, 34-00141
& 34-00531. |

| Old Water Right Numbers |
|-------------------------------|
| 3400137
3400141
3400531 |

| Conditions of Approval |
|--|
| C03 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
- PURSUANT TO IDAHO CODE 42-1416A.
C02 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO IDAHO
- CODE 42-1416A. |

+ - - - Decree Plaintiff - - - +
UTAH CONSTRUCTION CO.+ - - - Decree Defendant - - - +
JOHN F. ABBOTT, ET AL+ - Decree Date - +
10/21/1925+ - - Audit Fields - 08/12/91 MEYER 08/13/91 MEYER 09/18/91 TAYLOR 10/18/91 TAYLOR 01/08/92 SHAW
01/26/92 PR-PRODM 05/21/92 VERNER 07/01/92 CPSHAW 12/02/92 ADT-SHAW 06/16/93 CMDATFIX
08/12/93 CM2-SCHU

+ - - Certified Numbers & Date Mailed - 00254629 01/21/92

| Comments |
|--|
| Date: 08/13/1991 User Id: MEYER Subject: COPIED FROM REMARKS
THIS NOTICE COMBINES DECREED RIGHTS 34-00137, 34-00531 AND
THROUGH THE SAME IRRIGATION SYSTEM. SOURCE ON ORIGINAL DECREE
A BRANCH OF THE BIG LOST RIVER. THE WATER MASTER DELIVERS

34-00141 THAT ALL HAVE SAME PRIORITY DATE AND ARE DELIVERED
IS LISTED AS "JAMES CREEK". THIS SOURCE IS CONSIDERED TO BE
THESE RIGHTS FROM THE RIVER AT THE EASTSIDE CANAL HEADING.
CHANGE OF OWNERSHIP PROCESSED 5/21/92 ESV |

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

| | | | | | |
|----------------------|--------------|-----------------------|--------------|-----------------------|---------|
| Court Report Filing | - 06/18/1992 | Field Inspection Made | - 10/04/1990 | Civil Case Number | - 39576 |
| Objection Filed Date | - 02/26/1993 | Field Inspection Flag | - | Old Case Number | - |
| Response Filed Date | - 00/00/0000 | Verified Date | - 05/21/1992 | Old Judicial District | - |
| Claim Received Date | - 01/12/1990 | Last Amended Date | - 00/00/0000 | Temporary Right | - P |
| Proof Due Date | - 00/00/0000 | Proof Made Date | - 00/00/0000 | Water District | - 34 |

Water right number - 34-10776

Prefix Translation: WATER RIGHT

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

| | | | | | |
|-----------------------|--------------|--------------------|-----------|-------------------------|-----|
| Licensed Date | - 00/00/0000 | Receipt Number | - E011638 | Federal/State Indicator | - S |
| Claims Tape Error Flg | - | POU Ownership Flag | - Y | Presumption Flag | - C |
| Fee Exempt Flag | - | Name Connector | - OR | Notice of Error Flag | - |

L E A S E

THIS INDENTURE OF LEASE, made this 15th day of July, 1991, between FARM MANAGEMENT COMPANY, 139 East South Temple, Suite 1010, Salt Lake City, Utah 84111-1103, Agent, hereinafter called the "Landlord", and

Brent Morgan
P.O. Box 901
Moore, ID. 83255
Telephone No. 208/527-3644

hereinafter called the "Tenant".

W I T N E S S E T H:

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 Moore (Town) County of Butte, State of Idaho, to wit:

(See attached legal description)
being approximately 178.0 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 ☒ 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 | <u>448-01-03</u> |
| Property Name | <u>ID Moore Property #1</u> |
| Property Number | <u>508-6736</u> |

3. Term. The term of this lease shall be for a period of 3 crop year(s) commencing 1 November 1991, and shall extend to and include 31 October 1994.

4. Rent. Tenant shall pay to Landlord as rent for said leased premises \$8,100.00. The first half of the annual rental amount (\$4,050.00) shall be paid on 1 April, and the final half shall be paid on 1 November. Rental payments shall be made to the Farm Management Company at the address above.

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 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 in anywise notwithstanding.

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.

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 lease premises.

11. Water Charges and Assessments. Landlord shall pay all water assessments and special assessments due and owing for irrigation water on said lease 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 lease 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. Use of Premises. 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. Tenant agrees to comply with all applicable federal, state and municipal regulations with respect to the use of the leased premises. 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 disposal of any products, waste or otherwise. Tenant agrees to indemnify and hold Landlord harmless from any liability resulting from any use of any materials by Tenant and Tenant shall defend Landlord and pay reasonable attorney's fees.

14. Operations on Premises. 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 further agrees not to commit waste, allow erosion, or suffer the unwarranted waste of water to be committed on the leased premises.

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 ASCS 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 alternations 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 in good order and repair. 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 a comprehensive general liability insurance policy acceptable to Landlord and to which Landlord has been added as a named insured applicable to the premises and the activities of Tenant thereon. A combined single limit of not less than \$500,000.00 per occurrence, bodily injury and property damage liability coverage shall apply. Tenant shall maintain such insurance coverage during the entire term of this lease, shall furnish Landlord a certificate of insurance evidencing such coverage and shall provide Landlord with 30 day's prior notice of any cancellation or material change in the policy. Tenant shall be solely responsible for providing insurance, both casualty and liability, for Tenant's personal property on the premise of said property.

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 own negligent acts or omissions.

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.

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 the consent of the Landlord, which shall not be unreasonably withheld.

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 alternations 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 of a different address.

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

TENANT

B. + L. I. -
Signature

Signature of Partner (if applicable)

Signature of Spouse (If Married)

LANDLORD

FARM MANAGEMENT COMPANY, Agent

By

John V. [Signature]

EXHIBIT A

PROPERTY NAME: ID Moore Property #1

FMC LEASE NUMBER: 448-01-03 PROPERTY NUMBER: 508-6736

ACREAGE: 178.0 (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 shall not be used for establishing legal ownership.

LEGAL DESCRIPTION:

The SW1/4 of the NW1/4 and the N1/2 of the SW1/4, Section 26. Also the NE1/4 of the SE1/4, Section 27. All in Township 5N, Range 26E of the Boise, Meridian.

7/92

Ident. No. _____

0011

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 Brent Morgan Phone 527-3644
Post Office address Box 901 Moore Idaho 832-55

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) therefor

Applying for temporary approval to sale stored
decree water located in the Mackay Dam to
other users located within the boundaries of
the Big Lost River Irrigation District for 1994 only.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE (no change)

only temporary transfer of stored decree water

| 1. Right Number | Priority | Amount | Nature | Period of Use |
|-----------------|----------|--------|--------|---------------|
| <u>34-00368</u> | | | | to _____ |
| <u>34-00781</u> | | | | to _____ |
| | | | | to _____ |
| | | | | to _____ |

2. Total amount of water being transferred 2474 inches of stored decree water
cubic feet/second and/or _____ acre-feet per annum.

3. Source of water Eastside Canal tributary to Big Lost River

4. Point(s) of Diversion: 2 1/2 miles south of Moore 1 mile east of Moore Idaho (in BLRID)

| Ident No. | Gov't Lot | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----------|-----------|-----|-----|-----|-----------|----------|-----------|--------------|--------------------------|
| | | | | | <u>27</u> | <u>5</u> | <u>26</u> | <u>Butte</u> | <u>Eastside Canal</u> |
| | | | | | <u>34</u> | <u>5</u> | <u>26</u> | <u>Butte</u> | <u>Eastside Canal</u> |
| | | | | | <u>35</u> | <u>5</u> | <u>26</u> | <u>Butte</u> | <u>Eastside Canal</u> |

5. Lands irrigated or Place(s) of Use:

| 5. Lands irrigated or Place(s) of Use: | | | | | | | | | | | | | | | | | | | |
|--|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| TWP | RGE | SEC | NE | | | | NW | | | | SW | | | | SE | | | | Totals |
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | |
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Total acres 230
357 270

6. General Information:

no change in water right, just
selling stored decr water for 1994 season only.

- a. Who owns the water right to be changed? Brent Morgan & LDS Church
- b. Describe the arrangement allowing use of the right cash lease church farm and run it with my property - sell excess water when available.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this application: no change - only helping someone else during the 1994 season because of drought
- d. Has the water right sought to be transferred been used this year? yes If yes, explain. on lands it has been appropriated to (partial)
- e. Absent the changes, how would the right be used for the remainder of the year? it would not be used
- f. Describe other water rights used for the same purpose. storage water in Ba Mackay Dam
- 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.

B. T. Morgan
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by LB Date 7-20-94 Fee \$50
Received # 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 _____ day of _____, 199____.

T4408 LAIRD & SONS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TEMPORARY TRANSFER NO. 4408
WATER RIGHT NO. 31-07300B

4408
RECEIVED

SEP 27 1994

Department of Water Resources
Eastern District Office

This is to certify that: LAIRD & SON INC
PO BOX 145
DUBOIS ID 83423

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>DIVERSION RATE</u> | <u>ANNUAL VOLUME</u> |
|-----------------------|----------------------|-----------------------|----------------------|
| STOCKWATER | 08/01 to 11/01 | 0.06 CFS | 15.0 AF |

SOURCE

GROUNDWATER

Priority: 05/10/1978

LOCATION OF POINT(S) OF DIVERSION:

NWNE , Sec. 6, Township 09N, Range 37E
CLARK County

PLACE OF USE: STOCKWATER

| <u>TWN</u> | <u>RGE</u> | <u>SEC</u> | | | |
|------------|------------|------------|------|------|------|
| 09N | 36E | 1 | SWNE | NENW | NESE |
| | | | NWSE | | |
| | 37E | 6 | NWNE | NENW | SWNW |
| | | | NWSW | | |
| 10N | 37E | 36 | SWSW | SESW | |

CONDITIONS/REMARKS:

1. This approval expires November 1, 1994 and thereafter the right reverts to the use existing prior to the temporary change.
2. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
3. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Dated this 14th day of September, 1994.

J. Glen Saylor
Chief, Water Alloc. Bureau

5/84

Ident. No. 4408

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 LAIRD & SONS, INC. (J. ALBERT LAIRD) Phone 374-5257
Post Office address Box 145 Dubois, ID 83423

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) therefor USE THE WATER RIGHT OF 31-07300
TO FILL THE STOCKWATER PORTION OF WATER RIGHT 31-07220. THIS CHANGE IS
EXPECTED TO LAST LESS 3 MONTHS.

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

| 1. Right Number | Priority | Amount | Nature | Period of Use |
|------------------|------------------|------------------------------------|-------------------|-------------------------------|
| <u>31-07300B</u> | <u>5-10-1978</u> | <u>0.27 cfs</u>
<u>0.06 cfs</u> | <u>Stockwater</u> | <u>Aug 1</u> to <u>Nov. 1</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |

2. Total amount of water being transferred 0.06 cubic feet/second and/or 15.0 acre-feet per annum.

3. Source of water GROUNDWATER tributary to _____

4. Point(s) of Diversion:

| Ident No. | Gov't Lot | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----------|-----------|-----|---------------|---------------|------|------|------|--------|--------------------------|
| | | | ~~SE~~ | ~~SW~~ | | | | | |
| | | | NW | NE | 6 | 9N | 37E | Clark | |
| | | | | | | | | | |
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5. Lands irrigated or Place(s) of Use:

| TWP | RGE | SEC | NE | | | | NW | | | | SW | | | | SE | | | | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | |
| 9N | 36E | 1 | | | S | | S | | | | | | | S | S | | | | |
| | 37E | 6 | | S | | | S | | S | | S | | | | | | | | |
| 10N | 37E | 36 | | | | | | | | | | S | S | | | | | | |
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Total acres _____

6. General Information:

- a. Who owns the water right to be changed? LAIRD & SONS, INC.
- b. Describe the arrangement allowing use of the right 07220
WATER RIGHT 31-07300 IS LEASED TO BLAINE LARSEN.
LARSEN HAS ADVISED WITH ITS USE FOR THE SEASON AND AGREES TO THE CHANGE OF USE.
Applicant is taking part of his own rt 31-07300 + transferring to the 31-07220 well to provide stockwater.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this application:
THIS REQUESTED CHANGE IS FOR A PERIOD OF LESS THAN 3 MONTHS. AFTER THIS
REQUESTED PERIOD THE WATER RIGHT WILL REVERT TO ITS PRESENT USE.
- d. Has the water right sought to be transferred been used this year? Yes If yes, explain. IT WAS USED FOR
GRAIN CROPS.
- e. Absent the changes, how would the right be used for the remainder of the year? WELL AND RIGHT WOULD
BE IDLE.
- f. Describe other water rights used for the same purpose.
NONE
- g. Remarks:

THIS TRANSFER WILL BE A SHORT TERM APPLICATION OF THE WATER RIGHT
FROM 31-07300 TO FULFILL THE STOCKWATER PORTION OF WATER RIGHT
31-07220. THIS WILL OCCUR FOR LESS THAN THREE MONTHS.

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.

J. Laird to end
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by HWT Date 8-2-94 Fee \$50
Received HWT # E020117 Recommend: approve deny
Watermaster recommendation Not Required

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 _____ day of _____, 199__.

Water Right Number - A31-07300

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

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

*** C - CURRENT OWNER ***
LAIRD & SONS INC

1 - PO BOX 145

2 -

3 -

City- DUBOIS

State- ID Zip- 83423

Phone - 208-374-5257

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/10/1978 15 EASTERN L - LICENSE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

09N 36E 14 SW SE SE (33) CLARK

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

01 - IRRIGATION 04/01 11/01 3.000 693.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
3.000 693.00 577.5+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

| | | | | | | | |
|-----|-----|----|-------|------|----|------------|------------|
| 09N | 36E | 13 | NW SW | 1.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 13 | SW SW | 22.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 14 | NE SE | 15.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 14 | NW SE | 5.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 14 | SW SE | 37.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 14 | SE SE | 40.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 23 | NE NE | 40.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 23 | NW NE | 35.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 23 | SW NE | 4.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 23 | SE NE | 11.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 24 | NW NW | 20.0 | 01 | IRRIGATION | (33) CLARK |
| 09N | 36E | 24 | SW NW | 1.0 | 01 | IRRIGATION | (33) CLARK |

Total Acres: 231.0

+ - - Diversion Means - 20" WELL WITH 250 HP. PUMP.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

This 5 acres is dried up to
provide 15 afa for stockwater
under this emergency temp transfer
HWT

Water right number - A31-07300

Prefix Translation: ADJUDICATION CLAIM

+ - - - - Remarks - - - - -
No Remarks found.

+ - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

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

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

+ - - Audit Fields - - +
00/00/00

+ - - - - 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 | - 06/07/1988 | Last Amended Date | - 00/00/0000 | Temporary Right | - p |
| | | Receipt Number | - M000093 | Water District | - |
| | | POU Ownership Flag | - Y | Federal/State Indicator | - S |
| | | Name Connector | - | Presumption Flag | - |
| | | | | Notice of Error Flag | - |