

T4933 LARSEN

Eastern

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

RECEIVED

JUN 13 1997

TRANSFER NO. 4933
WATER RIGHT NO. 31-07220F

Department of Water Resources
Eastern Region

This is to certify that: **BLAINE LARSEN**
PO BOX 188
HAMER ID 83425

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>
IRRIGATION	04/01 to 11/01	1.42 CFS	479.9 AF

SOURCE

GROUNDWATER

Priority: 03/10/1977

LOCATION OF POINT(S) OF DIVERSION:

SENE , Sec. 32, Township 08N, Range 37E
FREMONT County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
08N	37E	32	NENE 34.3	SENE 34.3	NESE 34.3	137.1
			SESE 34.2			137.1

Total number of acres irrigated: 137.1

CONDITIONS OF APPROVAL AND REMARKS

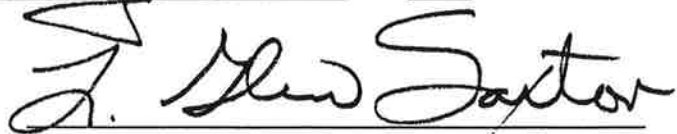
1. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
3. Failure to comply with the conditions 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this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

TRANSFER NO. 4933
WATER RIGHT NO. 31-07220F

CONDITIONS OF APPROVAL AND REMARKS

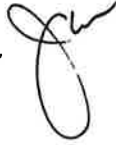
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. The right holder shall install a suitable measuring device or shall enter into an agreement to determine the amount of water diverted from power records and shall annually report the information.

Dated this 27th day of May, 1997.


Chief, Water Allocation Bureau

MEMORANDUM

TO: FILE NO. 31-07220A
FROM: PAM SKAGGS/STATE OFFICE
SUBJECT: TRANSFER NO. 4933
DATE: May 23, 1997

ok 

=====

Transfer No. 4933 changes the point of diversion & place of use under a portion of Right No. 31-07220A, splitting the right into parts E and F.

This is the fourth in a series of transfers that represent a continuation of the use under previous Transfer No. 4282 approved for a limited time. The place of use has been slightly modified to more accurately reflect the current systems. The limiting parameter of this right when separated from the surface water overlap was identified as 504 acres groundwater irrigation which has 5.22 cfs associated diversion rate.

Transfer No.	4937	=	122.0	transferred acres	&	1.26	cfs
"	"	4935	=	104.1	"	"	& 1.08 "
"	"	4936	=	104.1	"	"	& 1.08 "
"	"	4933	=	137.1	"	"	& 1.42 "
Total transferred = 467.3 transferred acres & 4.84 cfs							

Available for transfer under Part E
504 acres - 467.3 = 36.7 acres
5.22 cfs - 4.84 = 0.38 cfs ✓

The original place of use for these 137.1 acres, T09N, R36E, S01, was not specifically described on the attached lease agreement. The Clark County Assessor's office confirmed that J. Albert Laird is the owner of the described property. He is the president of Laird & Sons Inc who signed the supplement to the lease agreement agreeing to dry up 504 acres.

Season of use and diversion volume were adjusted to current standards. Recommended conditions include irrigation overlap, measuring device/annual reporting and standard transfer conditions. ✓

SEP 26 1998

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Department of Water Resources

Eastern District Office

Name of applicant Blaine LarsenPhone (208) 662-5501Post Office address P.O. Box 188 Hamer, ID 83425

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes The ground being transferred to, currently has no water rights. This transfer will allow for a linear pivot to irrigate the ground and produce a viable crop.

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

1. Right Number 31-07220 B Priority 03/10/77 Amount (cfs/ac-ft) 1.42cfs Nature of Use Irrigation Period of Use 04/01 to 11/01
2. Total amount of water being transferred 1.42cfs cubic feet per second and/or 602.7AF acre-feet per annum.
3. Source of water Groundwater. tributary to _____
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	32	8N	37E	Fremont	Linear Pivot 66.

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
8N	37E	32	34.3			34.3									34.3			34.2	137.1

Total acres 137.1

PART 1**6. General Information:**

- a. Description of diversion system Groundwater well to a mainline to risers to a linear
pivot.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
It will be dried up, no longer irrigated.

*** Additional Remarks: This is the exact same transfer as #4282 --- Approved on
April 7, 1994. The only difference being that this pivot has no end gun.

- d. Remarks: Part of 31-07220 will be transferred to (5) different pivots. Acreage
and amounts are as follows:
Pivot 66 = 137.1 acres at 1.42cfs.
Pivot 110 = 122 acres at 1.26cfs.
Pivot 119 = 104.1 acres at 1.08cfs.
Pivot 120 = 104.1 acres at 1.08cfs.
Pivot 118 = 34.2 acres at .35cfs.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

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

Witness my hand this _____ day of _____, 19 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right) Proof of License 31-07220
 is being attached.

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Water License Lease.

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 No. _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED 31-07220.

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 1.42cfs for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
2		NW	NE	6	9N	37E	Clark	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
9N	36E	1			8		5			33	24	1		26	15	25.1			137.1

Total acres 137.1

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change) 31-07220

1. amount 3.80cfs for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
2		NW	NE	6	9N	37E	Clark	

3. Lands irrigated or place of use:

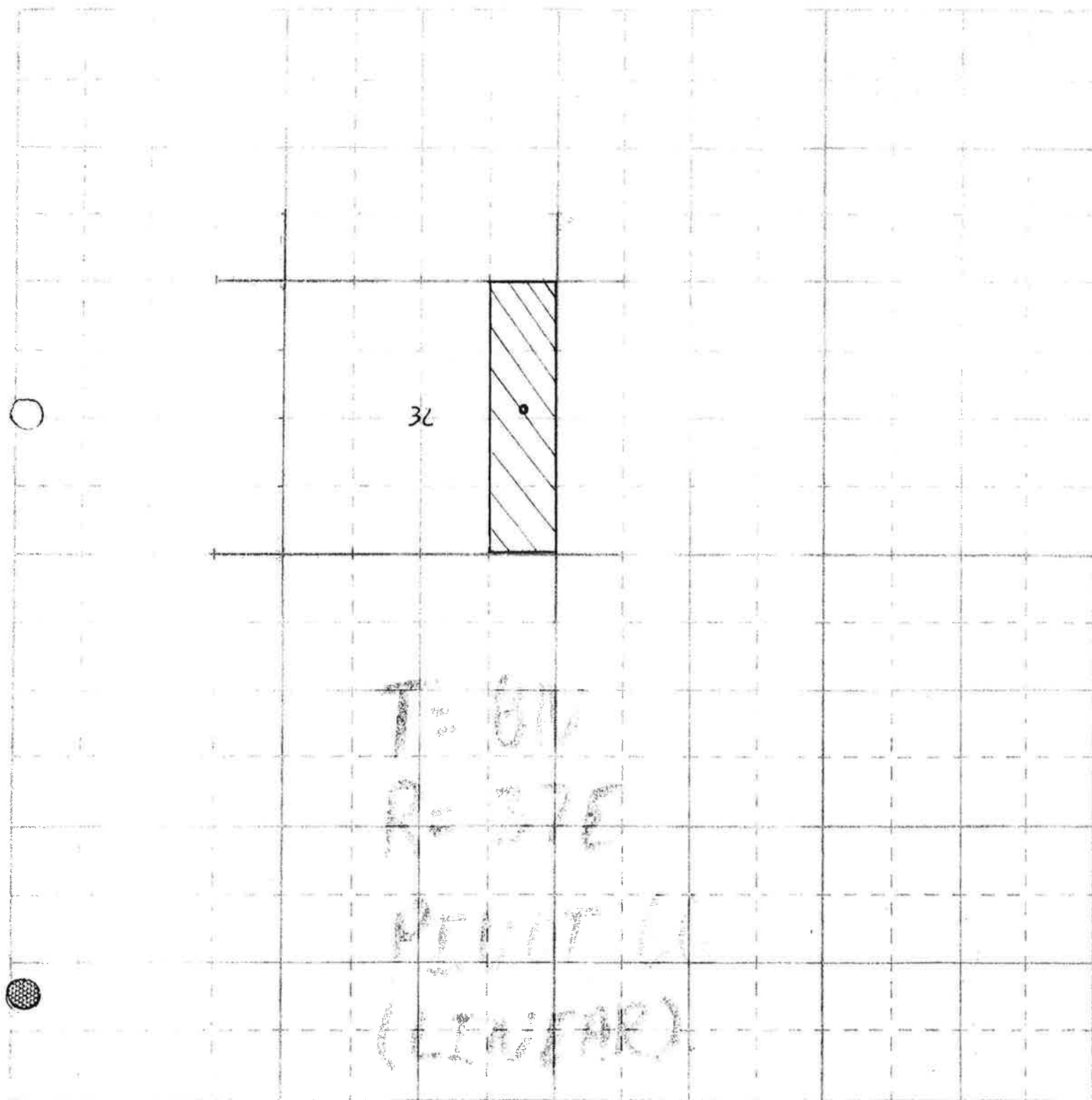
Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
9N	36E	1														8.9	35	40	83.9
9N	36E	12	39	38	37	39	26	12	36	35	37	29		6	35	39	35	33	476.0
9N	36E	13	31	4		1													36.0
9N	37E	6		4	39	2	10		27	40	39	34	33	39	1	39	16		323.0
9N	37E	7		2			38	33	33	34	4	12							156.0
9N	37E	18																	

2

Total acres 1076.9 2.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby 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)

Subscribed and sworn to before me this 24th day of September, 1996.

(Notary Public)

My commission expires 4-17-2002**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee 100⁰⁰ E 022607Receipted by KW Date 9-26-96Published in Herald - Chronicle Copies of protest forwarded by _____Pub. dates 10-24, 31-96 Hearing held by _____ Date _____Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial_____ rec'd. by KDC

Copy of transfer sent to lien holder _____

WR0749NP
No. 31-07220

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 10/07/96
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LAIRD & SONS INC. P.O. BOX 145 DUBOIS ID 83423	03/10/1977	IRRIGATION STOCKWATER	04/01 11/01 01/01 12/31	5.220 CFS 0.270 CFS	2215.70 AFA 15.90 AFA

TOTAL DIVERSION: ~~12.350 cfs~~
5.22 cfs

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T09N R37E S06 Lot 02(NWNE)

CLARK County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM		
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
09N	36E	1	:				08	:	03-05			33	:	24	01		26	:	06-15	34	35	07-40	:	221.0		
09N	36E	12	:	01-39		38	37	:	26	12	36	35	:	37	29		06	:	03-35	39	35	04-33	:	476.0		
09N	36E	13	:	01-31		04	02-01	:					:					:						:	36.0	
09N	37E	6	:		02-04		39	:	03-10		05-27	40	:	39	06-34	07-33	39	:	01	39	16		:	323.0		
09N	37E	7	:		02			:	38	01-33	02-33	34	:	04	03-12			:					:	156.0		
09N	37E	18	:					:		01-02			:					:					:	2.0		
																							TOTAL ACRES		1214.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: CLARK

Conditions of Approval:

R29 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 3.0 afa per acre for the
- lands above.

Dates:	App. Received:	Priority Date:	03/10/1977
	Proof Due Date: 03/01/1982	Proof Made Date:	01/01/1900
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date: 09/18/1985		

Misc: Water District Number: Field Exam Fee:

Audit: 11/06/85 05/22/88 CONVERT 07/14/89 CURTIS

AJ5809NP
No. A31-07220

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/07/96
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LAIRD & SONS INC	03/10/1977	IRRIGATION	04-01 11-01	5.22 CFS	2215.70 AFA
	PO BOX 145		STOCKWATER	01-01 12-31	0.27 CFS	15.90 AFA
	DUBOIS ID 83423					
	(208) 374-5257					
TOTAL DIVERSION:					5.22 CFS	
CONSUMPTIVE USE:						3035.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T09N R37E S06 Lot02(SWNWNE)

CLARK County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE																		
				NENE	NWNE	SWNE	SENE					NENW	NWNW	SWNW	SENW					NESW	NWSW	SWSW	SESW					NESE	NWSE	SWSE	SESE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
09N	36E	1	:				08					:	03-05				33		:	24	01			26	:	06-15	34	35	07-40	:	221.0			
09N	36E	12	:	01-39		38	37	02-39				:	26	12	36	35			:	37	29			06	:	03-35	39	35	04-33	:	476.0			
09N	36E	13	:	01-31		04		02-01				:							:						:						:	36.0		
09N	37E	6	:		02-04		39	02				:	03-10		05-27		40		:	39	06-34	07-33		39	:	01	39	16			:	323.0		
09N	37E	7	:		02							:	38	01-33	02-33		34		:	04	03-12				:						:	156.0		
09N	37E	18	:									:	01-02						:						:						:	2.0		
																												TOTAL ACRES	1214.0					

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: CLARK

Non-Irrigation Uses: S/500 RANGE, 3500 SHEEP, 30 HORSES.

Other Rights: 310124,0125,0126,0127,0128,0167,0238,0239,0323.

Conditions of Approval:

- R29 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 3.0 afa per acre for the
- lands above.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

FARM LEASE

(CASH RENT)

THIS AGREEMENT, made and entered into this 10th day of Sept., 1996 by and between LAIRD & SONS, INC., of P.O. Box 145, Dubois, Idaho 83423, hereinafter called "Landlord", and Blaine Larsen, of P.O. Box 188, Hamer, Idaho 83425, hereinafter called "Tenant",

WITNESSETH:

I. PROPERTY LEASED

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, for farming, the following described real estate located in Clark County, State of Idaho. Field numbers and acreage numbers come from the United States F.S.A. Office at Rigby, Idaho. Said fields are irrigated by rotary sprinkling systems and are located totally or partially in the section(s) shown under the Section column. The agreed upon crop(s) to be planted in these fields are as shown under the Crop column for their respective years.

<u>FIELD NO.</u>	<u>ACRES</u>	<u>SECTION(s)</u>	<u>CROP</u>
251-103	232.6	13,14,23, & 24. T9N, R36E.	1997 Potatoes 1998 Wheat 1999 Potatoes 2000 Wheat
251-104	236.8	23 & 24 T9N, R36E.	1997 Wheat 1998 Potatoes 1999 Wheat 2000 Potatoes
252-1	133.9	~~14 & 15~~ ^{15 & 16} JAL T9N, R36E.	1997 Potatoes 1998 Wheat 1999 Wheat 2000 Potatoes
252-2	156.4	~~14,15,21 & 22~~ ^{15,16} JAL T9N, R36E.	1997 Potatoes 1998 Wheat 1999 Wheat 2000 Potatoes

Said lease includes all water rights, irrigation systems and other improvements on the premises.

1A. WATER LICENSE LEASED

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, for irrigation purposes, the following described water license:

Water License # 31-07220
Priority March 3, 1977
Diversion Rate 5.22 cfs
Acres 504

The rental rate for this water license will be \$30.00 for each irrigated acre transferred with a maximum amount set at \$15,120.00.

2. TERM OF LEASE

It is intended that this lease shall have no date of termination, but be open-ended and run for the duration that both parties agree to the specifics stated in this lease. The Tenant acknowledges that the afore mentioned property is for sale. In the event that the property is sold, this lease shall automatically terminate at the end of the agricultural season. It is also acknowledged that if this lease is terminated, for any reason, that the Tenant will have the opportunity to harvest the crops for that agricultural season.

3. CASH RENTAL

Tenant shall pay Landlord as cash rent, on March 1, for the Lease based on the listed figures, below:

<u>FIELD NO.</u>	<u>ACRES</u>	<u>YEAR</u>	<u>RENTAL RATE</u>	<u>YEARLY RENT</u>
251-103	232.6	1997	[REDACTED]	[REDACTED]
		1998	[REDACTED]	[REDACTED]
		1999	[REDACTED]	[REDACTED]
		2000	[REDACTED]	[REDACTED]
251-104	236.8	1997	[REDACTED] / Acre	[REDACTED]
		1998	[REDACTED] / Acre	[REDACTED]
		1999	[REDACTED] / Acre	[REDACTED]
		2000	[REDACTED] / Acre	[REDACTED]
252-1	133.9	1997	[REDACTED] / Acre	[REDACTED]
		1998	[REDACTED] / Acre	[REDACTED]
		1999	[REDACTED] / Acre	[REDACTED]
		2000	[REDACTED] / Acre	[REDACTED]
252-2	156.4	1997	[REDACTED] / Acre	[REDACTED]
		1998	[REDACTED] / Acre	[REDACTED]
		1999	[REDACTED] / Acre	[REDACTED]
		2000	[REDACTED] / Acre	[REDACTED]

The rental rate is determined by the type of crop planted, the price breakdowns are as follows:

Wheat = [REDACTED]

Potatoes = ~~_____~~

4. FARMING PRACTICES

Tenant at his own expense shall furnish all machinery and equipment; provide all work and labor; supply all supplies, seed, sprays, chemicals, and materials; and expend all monies necessary to prepare the soil and plant, grow, harvest, deliver, store and market all crops. All land leveling, ground ripping and fumigating, rock gathering, etc. desired and performed by Tenant shall be accomplished at Tenant's expense. Irrigation, fertilization, weed control, soil conservation and other farming practices shall be done timely and in accordance with the best farming practices of the locality. All chemicals, insecticides, herbicides, or other such materials shall be applied to the crops or land in conformance with the manufacturer's suggested rates and label instructions so that such material will not leave a residue that could, in any way, restrict or injure a following crop. The Tenant shall be responsible for any damages resulting from failure to adhere to the above.

5. UTILITIES AND MAINTENANCE OF IMPROVEMENTS

All the electricity used or consumed by the Tenant on the land covered by and during the course of this lease shall be at the sole expense of the Tenant.

Tenant shall be responsible for all repairs and normal annual maintenance necessary to maintain the irrigation systems and other improvements on the property in good order, condition, and repair; except that the Landlord shall be responsible for any major repairs necessary to the pumps, motors and main electrical panels at the centers of the pivots, when such repair work exceeds the normal minor repair and maintenance work, drip oil, etc. normally performed by the Tenant. Repair work to the pumps, motors and main electrical panels at the centers of the pivots, that is caused or created by the Tenant's failure to provide proper care or preventive maintenance shall be accomplished at the expense of the Tenant.

Repair and replacement parts (such as tires, gear boxes, gear box motors, nozzles, etc.) furnished by Tenant as part of his yearly maintenance work, shall be of the same size, gear ratio, quality, brand names, etc. as those on the irrigation systems or of the type recommended by the irrigation system manufacturer or its local representative/supplier. Yearly preventive maintenance work, gear box oil changes, electric motor oil changes, winterization, etc. shall all be accomplished by Tenant in accordance with the sprinkling system or motor manufacturer's recommendations.

6. TAXES

Landlord shall pay all real property taxes assessed against the leased property and all water assessments for irrigation water during the term of the lease.

7. REMEDIES FOR DEFAULT OF TENANT

A. In the event Tenant shall fail to comply with any of the covenants, terms or conditions of this lease (which failure is not corrected by Tenant within 10 days of notice in writing by Landlord to Tenant, personally delivered or mailed certified mail, return receipt requested) or shall abandon or vacate the premises, the Landlord shall have the right to re-enter and repossess the premises; any payments made by Tenant and Tenant's interest in any crops harvested or

growing shall be forfeited to Landlord as reasonable liquidated damages.

- B. In the event of default of Tenant, Landlord may elect, in lieu of or prior to termination for default, to remedy the default for Tenant and in each case Tenant shall forthwith upon demand repay the cost to Landlord with interest at fifteen (15%) percent annum until repaid.
- C. Tenant shall pay all costs, expenses, and reasonable attorney's fees incurred by Landlord enforcing the covenants of this lease or collecting damages for the breach thereof, with or without suit, in trial or appellate courts.
- D. In addition to the remedies herein recited, Landlord shall also have such other remedies as are afforded in law or equity in event of any breach by Tenant.

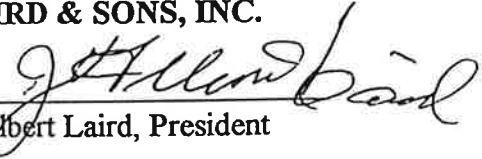
8. REMEDIES FOR DEFAULT OR LANDLORD

- A. In the event of any default by Landlord hereunder (not corrected by Landlord within 10 days notice in writing by Tenant to Landlord, personally delivered or mailed certified mail, return receipt requested) Tenant at his option may remedy such breach and the costs thereof may be deducted by Tenant, from unpaid rental owing hereunder.
- B. Landlord shall pay all costs, expenses and reasonable attorney's fees incurred by Tenant in enforcing the covenants of this lease or collecting damages for the breach thereof, with or without suit, in trial or appellate courts.

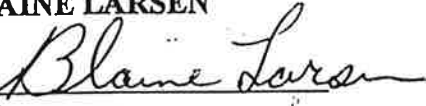
9. MISCELLANEOUS

- A. All the provisions of this lease shall be binding upon the successors, heirs, administrators and assigns of the parties hereto.
- B. Landlord shall have the right to enter upon the premises at any reasonable time to inspect and examine any and all parts thereof.
- C. Upon termination of the lease, Tenant shall surrender possession of the leased premises, with all leased property in good condition and repair, ordinary wear and tear excepted.
- D. The terms "Landlord" and "Tenant" shall be construed as used herein, to include singular and plural, and the masculine gender shall be construed to include the feminine.

"LANDLORD"
LAIRD & SONS, INC.

By: 
J. Albert Laird, President

"TENANT"
BLAINE LARSEN

By: 
Blaine Larsen