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MAY 02 2012
Department of Water Resources
Eastern Region

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MAY 11 2012
Department of Water Resources
Eastern Region

Form 113
12/07

Ident No. 13-7849

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF DIVERSION AS AN ALTERNATIVE TO INSTREAM STOCKWATER USE

(To provide notice of intent to divert surface water from a stream or riparian area to troughs or tanks as an alternative to instream use for the watering of livestock)

1. Name of right holder Ronnie S Kendall Phone 208-339-0046

   Mailing address 8389 N Westside Hwy Clifton ID 83228 Email _____

2. Source of water supply Unnamed Spring tributary to Oxford Creek

3. Point of Diversion:

   a) Is this notice based on an existing recorded instream stockwater right? If yes, provide the water right number _____

   If no, describe the beginning and ending points for the instream stockwater use:

   Beginning point is in Gov't. Lot ____, NW 1/4 NE 1/4 NW 1/4, Section 32, Township 13S Range 32E, B.M., Franklin County.

   Ending point is in Gov't. Lot ____, _____1/4 _____ 1/4 _____ 1/4, Section _____, Township _____ Range _____, B.M., _____ County.

   b) Alternate point of diversion is in Gov't. Lot ____, _____1/4 _____ 1/4 _____ 1/4, Section _____, Township _____ Range _____, B.M., _____ County.

4. Description of diversion and delivery system:

   a) Describe the type of diversion spring development with 4 inch perforated pipe, gravel fill, spring box

   b) Describe the delivery system 1"1/2 inch poly pipe 18 inches below ground

   c) Describe the number, type and total capacity of troughs or tanks 1 trough, 1200 gallons

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d) Describe the automatic shutoff or flow control mechanism or means of returning unused water to the source trough will be floated. overflow will be above trough

e) Describe how the system is designed to allow measurement of the rate of diversion system will be floated to only use enough water to service 100 head of cow/calf pairs

5. Describe the place of use by placing an X in the appropriate 40-acre tract(s) below:

TWP	RGE	SEC	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
13S	38E	32					S											

6. Priority date claimed or established May 15, 2012

7. Rate of diversion 0.022 cfs

8. Season of use: from April 1st to December 31st

9. a) Who owns the property at the point of diversion? Ronnie S Kendall

b) Who owns the property at the place of use? Ronnie S Kendall

10. When will construction occur? July 2012 - August 2013

11. Comments (include number and type of stock) 100 cow/calf pairs beef (angus) part of NRCS EQIP contract

12. Map of project required - Attach an 8½"x11" map clearly identifying the location of the instream stockwater use and the locations of the alternative point(s) of diversion and stock trough(s). A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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I hereby assert the following:

a) Diversion is from a surface water source to which the livestock would otherwise have access. The land where the watering tanks or troughs will be located is land from which the livestock had access to the source of water from which diversion is being made.

b) The diversion of water out of the stream as described in this notice is for watering livestock and will not injure other water rights.

c) I will not alter the bed and banks of the source as the term is defined in section 42-3802, Idaho Code. I understand that I may place an inlet conduit into the source in a manner that does not require excavation or obstruction of the stream channel, unless the director of the department of water resources approves a stream channel alteration permit for additional work.

d) I understand that upon determination of interference with other water rights, the Director may order curtailment of diversion or use of water under this notice or may require the diversion and delivery system to be modified to prevent injury.

e) I will not divert more than 13,000 gallons per day for livestock watering from this diversion, and I will not use more than one point of diversion under this notice.

f) I am authorized to make the changes described in this notice and that if the notice involves a federal grazing allotment, the permitee consents to the changes described in this notice.

g) I understand that any willful misrepresentation on this notice will void any right to divert water for livestock under this notice.

Dated this 3 day of May, 2012

Ronnie L Kendall
Right Holder or Authorized Representative

FOR DEPARTMENT USE

Received by Km Date 5-14-2012 Preliminary check by Km

Fee: $ 25.00 Receipted by Km Receipt No. E037594 Date 5-14-2012

Water District No. 13R Entered into data base Km By 5-14-2012

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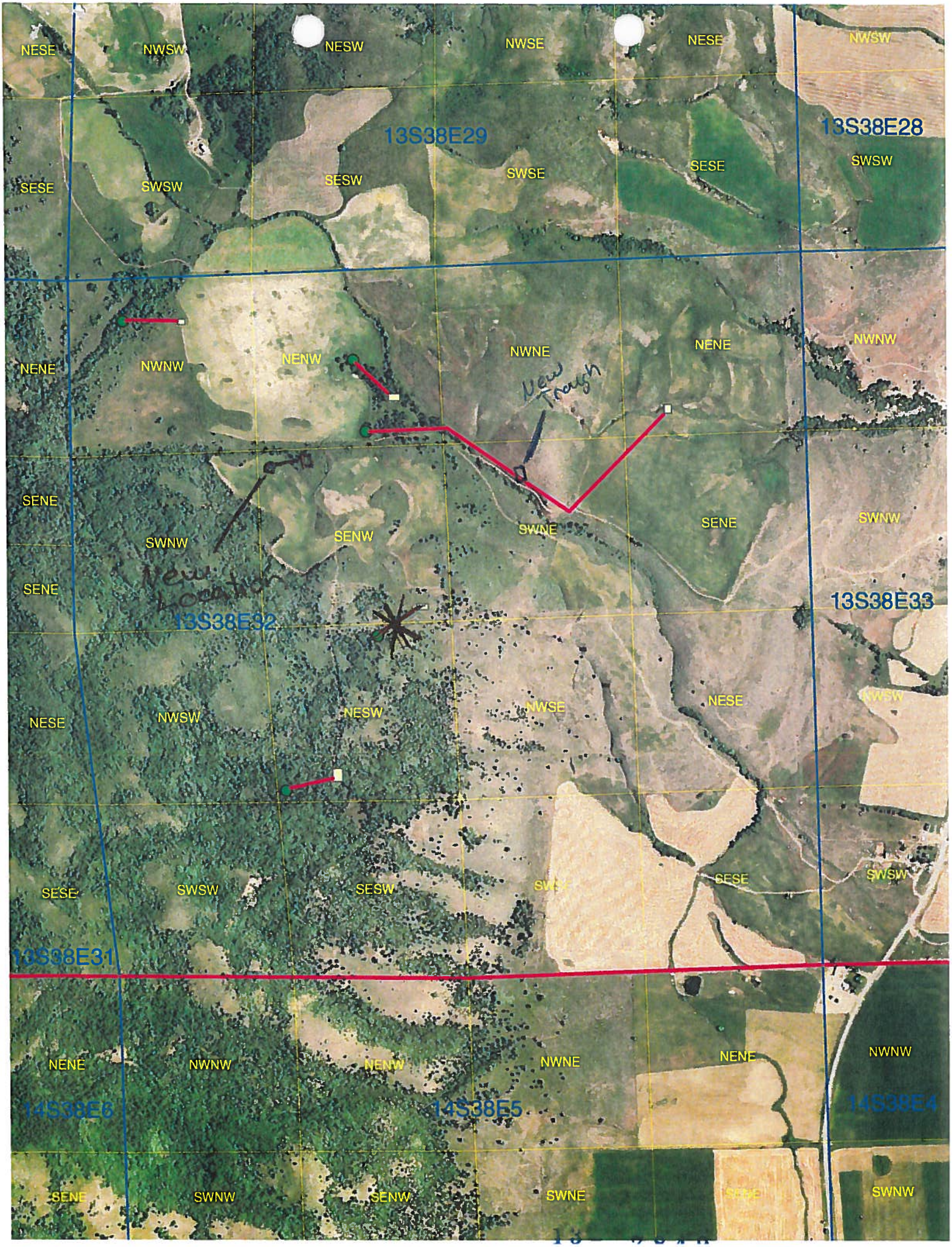
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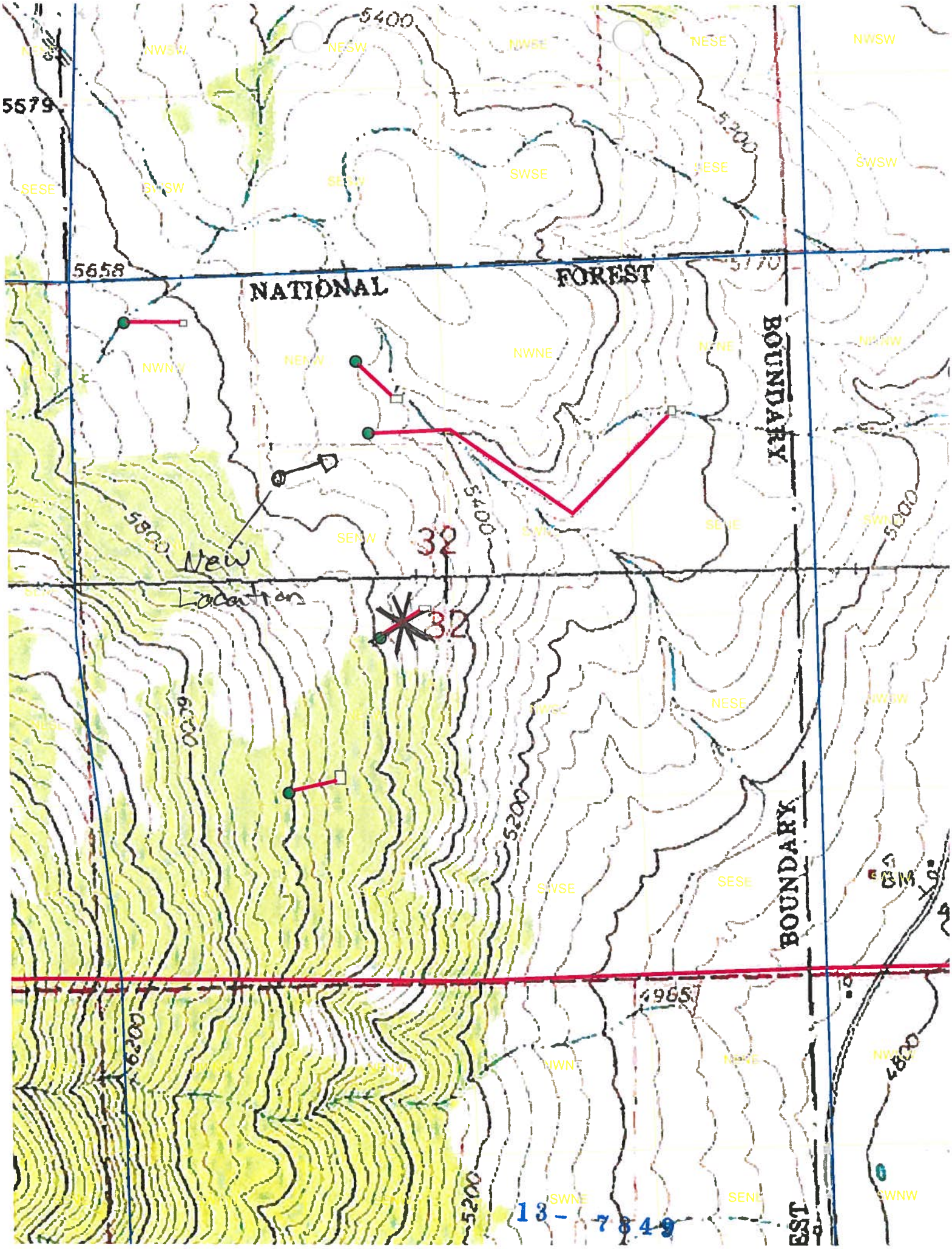
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RECEIVED
APR 18 2012
Department of Water Resources
Eastern Region

Received
JAN 18 2011
Franklin, Ca

Hunter and Stacey Moyles, (tenant), Ronnie S Kendall (land owner).

Lease to run from January 1, 2011 to December 31, 2016.

This is a cash lease for the term of five (5) years. The property on the lease is all pasture and crop land and is known as parcel 2 (147.2 acres) NW corner of section 32, N 16th corner of sections 31 and 32, and SE corner of N ½ of NW ¼ . Rent will be $0 for the first 2 years as the tenants will be responsible for all costs associated with reseeding tillable acres as well as fence materials for maintenance. The tenant and land owner will hold a meeting on January 1, 2013 in order to determine the cash rent to be paid for the remaining 3 years of the lease agreement. The cash rent will be due and paid in full before April 1st of each lease year.

The tenant will receive 100% of crops and pasture from the leased land.

The tenant will have full access to the property for all agricultural activities.

The tenant is not allowed to sublease, rent or in any way let others use any portion of the property without the land owner's written permission.

The tenant is responsible for maintaining the perimeter fences of the property (face your neighbor and maintain the left hand half) and the cross fences. The tenant may use material from the old interior fences for repair or replacement on fences belonging to the land owner. When using materials from the old fences the tenant must remove wire and steel posts, wood posts may be left. If new fences are installed it will have to be negotiated, as to the cost division between the tenant and the land owner at that time. Labor will be the responsibility of the tenant for all new construction.

The tenant will control weeds each year by spraying, cultivation or organic practices that are acceptable to the land owner in the crop ground, including borders around the cultivated crop ground and by spot spraying in the pasture ground.

The tenant will use accepted grazing practices, so the ground will not be over grazed according to the F. S. A. standards.

The tenant will use accepted soil conservation practices.

The tenant will attempt to maintain USDA-Farm Service Agency crop base where feasible unless the crop ground is established in grass or grass alfalfa mix.

The tenant will have to have permission before clearing wooded areas or cutting fire wood. No decorative rocks are to be removed from the property without the land owner's permission.

The tenant and his immediate family will be allowed to hunt as well as other recreational activities on the property. Liability of the activities of the tenant and his family will be their responsibility.

The land owner reserves all hunting rights. As well as the right for recreational activities including horseback riding, snowmobiling, four wheeling and other activities that do not interfere with the livestock or harm the crop ground or the crops.

The land owner reserves the right and the right-of-ways to cut wood at their discretion.

Liability for recreational and other activities, by the land owner or the family of the land owner will remain with the land owner.

This lease shall not be binding on heirs, successors and assignees of the land owner or the tenant beyond the current term.

If the tenant is not going to renew the lease for a new term, they are responsible for tilling the ground in the fall of the previous leased year.

Any violation of provisions in this lease including (but not limited to) re-establishment of grasses and pasture, weed control, erosion control and failure to maintain crops or grass will cause revocation of said lease, if not corrected within 30 days after written notice from the owner.

Hunter Moyles 1/16/11 Stacey Moyles 1/16/11

Hunter and Stacey Moyles
2784 E Marion Dr
Preston, ID 83263
(208) 851-1613 (208) 851-1854

Ronnie S Kendall

Ronnie S Kendall
8389 N Westside Hwy
Clifton, ID 83228
(208) 747-3314

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RECEIVED
APR 18 2013
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Eastern Region

Received
JAN 18 2011
Franklin Co.

Hunter and Stacey Moyles, (tenant), Rex S Kendall (land owner).

Lease to run from January 1, 2011 to December 31, 2016.

This is a cash lease for the term of five (5) years. The property on the lease is all pasture and crop land and is known as parcel 4 (89.0 acres) from the NE corner of section 32 to the SE corner of section 32 to the SE corner of S ½ of NW ¼ of Ron's property line . Rent will be $0 for the first 2 years as the tenants will be responsible for all costs associated with reseeding tillable acres as well as fence materials for maintenance. The tenant and land owner will hold a meeting on January 1, 2013 in order to determine the cash rent to be paid for the remaining 3 years of the lease agreement. The cash rent will be due and paid in full before April 1st of each lease year.

The tenant will receive 100% of crops and pasture from the leased land.

The tenant will have full access to the property for all agricultural activities.

The tenant is not allowed to sublease, rent or in any way let others use any portion of the property without the land owner's written permission.

The tenant is responsible for maintaining the perimeter fences of the property (face your neighbor and maintain the left hand half) and the cross fences. The tenant may use material from the old interior fences for repair or replacement on fences belonging to the land owner. When using materials from the old fences the tenant must remove wire and steel posts, wood posts may be left. If new fences are installed it will have to be negotiated, as to the cost division between the tenant and the land owner at that time. Labor will be the responsibility of the tenant for all new construction.

The tenant will control weeds each year by spraying, cultivation or organic practices that are acceptable to the land owner in the crop ground, including borders around the cultivated crop ground and by spot spraying in the pasture ground.

The tenant will use accepted grazing practices, so the ground will not be over grazed according to the F. S. A. standards.

The tenant will use accepted soil conservation practices.

The tenant will attempt to maintain USDA-Farm Service Agency crop base where feasible unless the crop ground is established in grass or grass alfalfa mix.

The tenant will have to have permission before clearing wooded areas or cutting fire wood. No decorative rocks are to be removed from the property without the land owner's permission.

The tenant and his immediate family will be allowed to hunt as well as other recreational activities on the property. Liability of the activities of the tenant and his family will be their responsibility.

The land owner reserves all hunting rights. As well as the right for recreational activities including horseback riding, snowmobiling, four wheeling and other activities that do not interfere with the livestock or harm the crop ground or the crops.

The land owner reserves the right and the right-of-ways to cut wood at their discretion.

Liability for recreational and other activities, by the land owner or the family of the land owner will remain with the land owner.

This lease shall not be binding on heirs, successors and assignees of the land owner or the tenant beyond the current term.

If the tenant is not going to renew the lease for a new term, they are responsible for tilling the ground in the fall of the previous leased year.

Any violation of provisions in this lease including (but not limited to) re-establishment of grasses and pasture, weed control, erosion control and failure to maintain crops or grass will cause revocation of said lease, if not corrected within 30 days after written notice from the owner.

Hunter Moyles 1/10/11 Stacey Moyles 1/10/11

Hunter and Stacey Moyles
2784 E Marion Dr
Preston, ID 83263
(208) 851-1613 (208) 851-1854

Rex S Kendall

Rex S Kendall
8585 N Westside Hwy
Clifton, ID 83228
(208) 747-3323

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RECEIVED
APR 18 2012
Department of Water Resources
Eastern Region
Received
JAN 18 2011
Franklin Co.

Hunter and Stacey Moyles, (tenant), Beth Kendall McCombs (land owner).

Lease to run from January 1, 2011 to December 31, 2016.

This is a cash lease for the term of five (5) years. The property on the lease is all pasture and crop land and is known as parcel 1 (167.7 acres) S ½ of the NW ¼ of section 32 and N ½ of the SW ¼ of section 32. Rent will be $0 for the first 2 years as the tenants will be responsible for all costs associated with reseeding tillable acres as well as fence materials for maintenance. The tenant and land owner will hold a meeting on January 1, 2013 in order to determine the cash rent to be paid for the remaining 3 years of the lease agreement. The cash rent will be due and paid in full before April 1st of each lease year.

The tenant will receive 100% of crops and pasture from the leased land.

The tenant will have full access to the property for all agricultural activities.

The tenant is not allowed to sublease, rent or in any way let others use any portion of the property without the land owner's written permission.

The tenant is responsible for maintaining the perimeter fences of the property (face your neighbor and maintain the left hand half) and the cross fences. The tenant may use material from the old interior fences for repair or replacement on fences belonging to the land owner. When using materials from the old fences the tenant must remove wire and steel posts, wood posts may be left. If new fences are installed it will have to be negotiated, as to the cost division between the tenant and the land owner at that time. Labor will be the responsibility of the tenant for all new construction.

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The land owner reserves the right and the right-of-ways to cut wood at their discretion.

Liability for recreational and other activities, by the land owner or the family of the land owner will remain with the land owner.

This lease shall not be binding on heirs, successors and assignees of the land owner or the tenant beyond the current term.

If the tenant is not going to renew the lease for a new term, they are responsible for tilling the ground in the fall of the previous leased year.

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Hunter Moyles 1/16/11 Stacey Moyles 1/16/11

Hunter and Stacey Moyles
2784 E Marion Dr
Preston, ID 83263
(208) 851-1613 (208) 851-1854

Beth Kendall McCombs

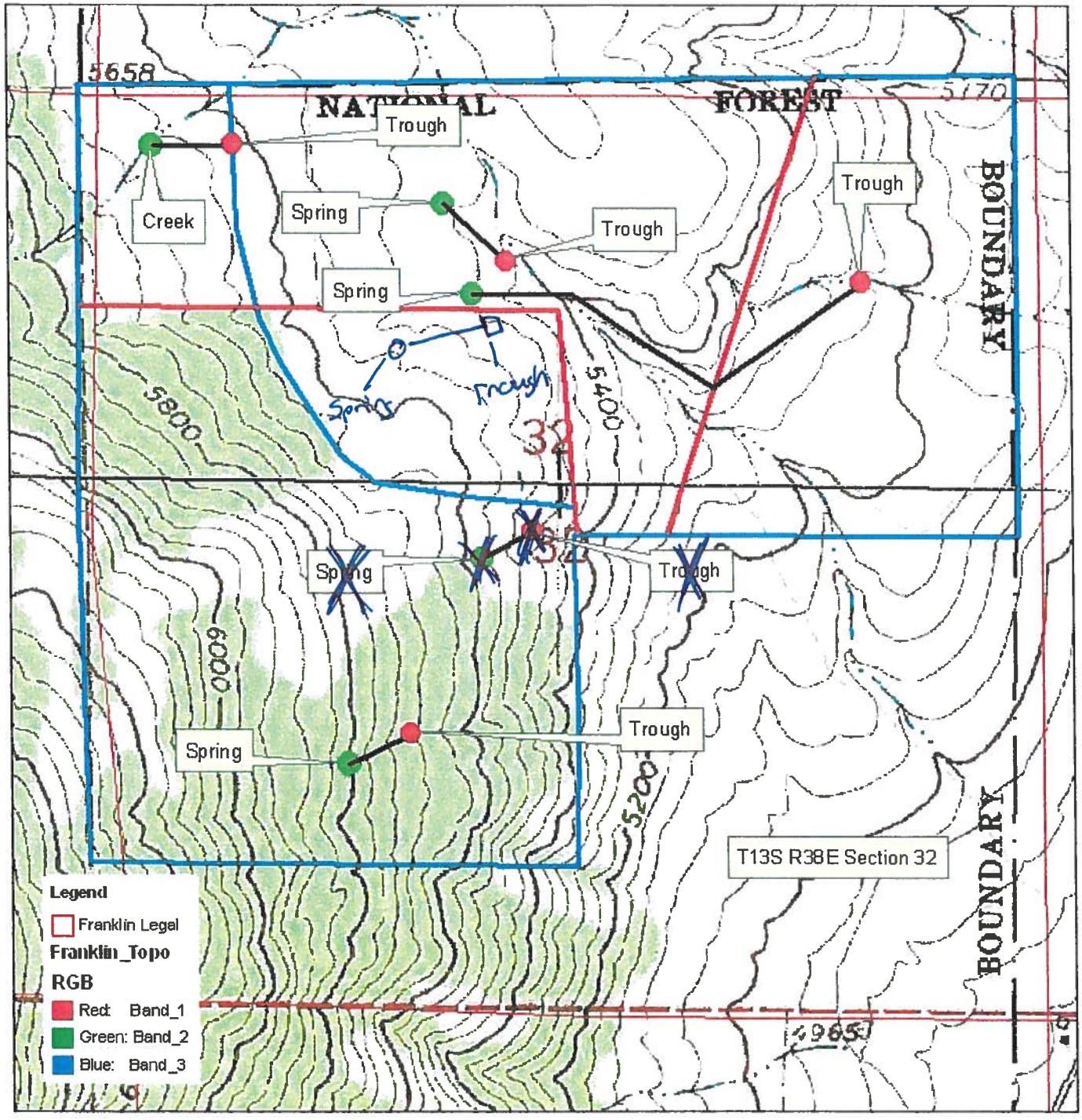
Beth Kendall McCombs
8355 N Westside Hwy
Clifton, ID 83228
(208) [redacted]-339-1764

13- 7849

Map

Customer(s): Hunter Moyles

Legal Description: T13S R38E Section 32



13- 7849

US DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-CPA-1202
OMB 0578-0013 Expires 5/31/2012

CONSERVATION PROGRAM CONTRACT

Participant: HUNTER W MOYLES	**Program and Contract Number:** EQIP 2008 740211120F2
County and State: FRANKLIN County, ID	**Subaccount:** EQIP Div V Range-Pasture-Hayland-Grazed Forest
Watershed: Swan Lake	This agreement is effective on the date signed by the Natural Resources Conservation Service approving official and extends through **12/31/2016**

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and or maintain specific conservation practices, as set forth in the Conservation Plan or Schedule of Operations (NRCS-CPA-1155), on the property as identified on the plan map. In consideration for the implementation and or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202, NRCS-CPA-1202 Appendix; NRCS-CPA-1155 Conservation Plan or Schedule of Operations and plan map which are fully incorporated by reference into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified (NRCS-CPA-1156) upon agreement of NRCS and the participant and becomes a part of the contract when signed by the NRCS approving official.
3. The participant(s) agree: A) to implement and maintain conservation practices identified on the plan map in compliance with the plan or schedule of operations (NRCS-CPA-1155) and in accordance with the standards, specifications, and other special program criteria obtained from the local field office of the NRCS; B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone HUNTER W MOYLES 10280 N WESTSIDE HWY CLIFTON , ID 83228 (208) 851-1613	**SSN or TAX ID if applicable** *****0960
Signature Hunter Moyles **Date** 3/29/12	**Payment Shares** 100.00%
Signature required for modifications ✓ Yes ☐ No	**Signature acceptable for payments** ✓ Yes ☐ No

5. CONTRACT OBLIGATIONS

2012	2013	2014	2015							Total
$80,649	$22,211	$22,378	$1,069							$126,307
										$126,307

6. NRCS APPROVING OFFICIALS

Application Approval RONALD BROOKS USDA electronic signature; manual signature not required. **Date:** 3/29/2012	**Contract Obligation** **Date:**

13- 7849

CONSERVATION PROGRAM CONTRACT

Participant:	Program and Contract Number:
HUNTER W MOYLES	EQIP 2008 740211120F2

OMB DISCLOSURE STATEMENT

According to the Paper Work Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

NONDISCRIMINATION STATEMENT

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