

RECEIVED

MAR 23 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE✓

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-9472 }	Yes ☐	combined with water right 65-533	Yes ☐		Yes ☐
65-9473 }	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
65-533	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

David Little

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Little Enterprises Limited Liability Limited Partnership

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and☐ or☐ and/or

P.O. Box 488

Mailing address

Emmett

City

208-365-4611

Telephone

ID

State

83617

ZIP

dalittle61@hotmail.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

65-9473 - 12/31/2003

5. Date you acquired the water rights and/or claims listed above: 65-9472 -

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

3-23-11

Receipt No.

W039079

Receipt Amt.

50.

Approved by

Processed by

Date

3-24-11

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 65-533

DIVISION OF LANDS, MINERALS AND RANGE
BUREAU OF SURFACE AND MINERAL RESOURCES
300 NORTH 6TH STREET, SUITE 103
POST OFFICE BOX 83720
BOISE ID 83720-0050
PHONE (208) 334-0200
FAX (208) 334-3698



GEORGE B. BACON, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
C. L. "Butch" Otter, Governor
Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Donna M. Jones, State Controller
Tom Luna, Sup't of Public Instruction

December 21, 2010

Little Land and Livestock, LLLP
Attn: Brad Little
PO Box 488
Emmett, ID 83617

Re: State of Idaho Lease Number G600063

Enclosed is your fully executed lease. Please keep it in a safe place; you will need it for future transactions.

The above lessee name and address has been recorded as the 'lessee of record' information for this lease. All billing and other lease correspondence will be mailed to this address. All change-of-address requests must be submitted in writing, signed by the lessee of record, and mailed to this office at PO Box 83720, Boise, Idaho 83720-0050, OR mailed to our area office listed below.

All lease-related correspondence and documents you send to the department must reference the above lease number. Without the lease number, we cannot ensure you receive an accurate and timely response.

Visit our website to access current Department forms and current Department news at www.idl.idaho.gov.

Please contact our Southwest area office at (208) 334-3488 to making any improvements to the lease site, or if you have any questions about your lease.

LMR Administrative Support
Bureau of Lands, Minerals and Range

Enclosure(s)

cc: Bureau File
Southwest Area Office

DL
12/22



GRAZING LEASE
No. G600063
LITTLE LAND AND LIVESTOCK, LLLP

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

Rebecca K. 12/21/10
IDL Representative Date

Article 1. Lease Summary

- 1.1 Lessor Name and Address: STATE OF IDAHO
By and through the State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050
- 1.2 Lessee Name and Address: Little Land and Livestock, LLLP
Attn: Brad Little
PO Box 488
Emmett, ID 83617
- 1.3 Lease Term: Commencement: January 1, 2011
Expiration: December 31, 2030
- 1.4 Rent: The annual rent payment is due on May 1st of each year.
- GRAZING:**
Number of AUMs by Class for Billing
Cattle 447
- Rent terms are more particularly described in Article 3, Rental Rate and Modification of Rent, of this Lease.
- 1.5 Land Legal Description: **See Attachment B**
- The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including all Attachments), does hereby lease and demise unto the Lessee the lands described in Attachment B for the uses specified herein.
- 1.6 Use of Premises: Grazing
- 1.7 Bond: N/A
- 1.8 Liability Insurance: N/A
- 1.9 Exhibit Index: ATTACHMENT A - SPECIAL PROVISIONS
ATTACHMENT B - LEGAL DESCRIPTION
ATTACHMENT C - SITE MAP(S)

This lease agreement (Lease) is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (Lessor) and Little Land and Livestock, LLLP (Lessee).

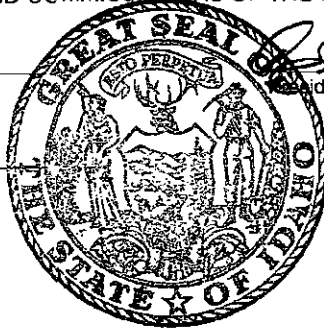
LESSOR SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

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

Ben Ysursa
Secretary of the State of Idaho

George B. Bacon
Director Department of Lands



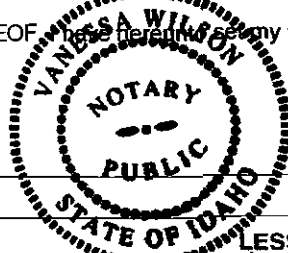
C. L. "Butch" Otter
President of the State Board of Land Commissioners
and Governor of the State of Idaho

STATE OF IDAHO
COUNTY OF ADA

(SEAL)

On this 17th day of December, in the year 2010, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the state of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and George B. Bacon, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

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



Notary Public for Idaho
Commission expires:

Vanessa Wilson
8-1-2014

LESSEE SIGNATURES

x [Signature]
(Lessee/Company)

(Lessee/Company)

x _____
(Lessee/Company)

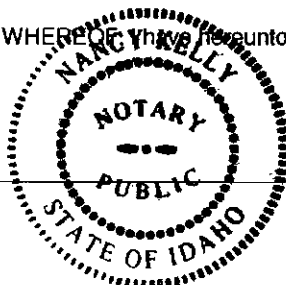
x _____
(Lessee/Company)

STATE OF IDAHO
COUNTY OF GEM

(SEAL)

On this 6TH day of DECEMBER, in the year 2010, before me, a Notary Public in and for said State, personally appeared _____ known to me to be the lessee or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public:
Commission expires:

Nancy Kelly
9/14/15

**STATE OF IDAHO
STATE LAND LEASE**

Article 2. Use of Land

- 2.1 **Grazing Use.** The Leased Premises shall be used by Lessee for the purpose of grazing domestic livestock, as specified in this Lease, including all Attachments. No other uses shall be made of the Leased Premises by Lessee without prior written approval of Lessor. At all times Lessee shall practice good husbandry on the Leased Premises.
- 2.2 **Farming Use.** In addition to or in lieu of the use authorized in Article 2.1 of this Lease, the Lessee is authorized to use the number of acres identified on the signature page of this lease for farming purposes. The location and management of said acres shall be designated in the Special Provisions (Attachment A). Said use shall be in accordance with this Lease and all Attachments. No additional use of the Leased Premises for farming purposes shall occur prior to written approval by Lessor. Lessee shall pay to Lessor an additional rental for the identified acres of cropland whether cultivated or not in an amount determined by Lessor pursuant to Lessor's current cropland rental policy, along with the annual base rental payment as set forth in Article 1.4 herein.

Article 3. Rental Rate and Modification of Rent

- 3.1 **Annual Rent Payment.** Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.
- 3.2 **Late Payment Charge.** If annual rental is not paid in full by the date it is due, Lessor may terminate the Lease upon thirty (30) calendar days written notice to Lessee. In addition, in the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency equal to the greater of Twenty-five Dollars (\$25.00) or one percent (1%) of the unpaid rent. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid rent. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- 3.3 **Lien.** The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

Article 4. Livestock Carrying Capacity

- 4.1 The grazing period, AUM's, and the number of stock shall be determined by Lessor and may be adjusted from time to time after giving Lessee thirty (30) calendar days notice of any such modifications. Lessee shall furnish such information as may be required to assist Lessor in determining the grazing period and number of stock to be grazed.

Article 5. Lease Terms and Special Provisions

- 5.1 **Lease Terms and Special Provisions.** Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Terms and Special Provisions. The content of the Lease Terms and Special Provisions shall address all activities that may take place under this Lease and include, but not be limited to, consideration of the kind and number of livestock, the season of use, the movement of livestock, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Terms and Special Provisions based on the specific characteristics of the Leased Premises and/or of Lessee's

use of the premises. If the Leased Premises is used in conjunction with federal lands, the management provisions prepared for the federal land may be deemed by Lessor, at its discretion, to satisfy the requirements of this article.

- 5.2 **Modification of Lease Terms and Special Provisions.** Lessor may review and modify any Lease Terms or Special Provisions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Terms or Special Provisions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.
- 5.3 **Compliance Required.** Lessee shall abide by all Lease Terms and Special Provisions . If Lessee fails to abide by all Lease Terms and Special Provisions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with Article 19 of this Lease.
- 5.4 **Reimbursement for Non-Standard Administrative Costs.** The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.
- 5.5 **Records to be Retained.** Lessee must keep records showing the numbers and class of livestock on the Leased Premises and the dates put on and removed from the Leased Premises, as well as records relating to the construction of improvements. Lessor may require Lessee to produce these records.
- 5.6 **See Attachment A of this Lease for the Special Provisions in effect as of the date of execution of this Lease.**

Article 6. Subleasing or Assignment

- 6.1 **Written Approval Required.** Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Terms and Special Provisions. The sublease cannot go beyond the Lease expiration date.
- 6.2 **Additional Rental Due.** In the event the Leased Premises is subleased in accordance with Article 6.1 for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- 6.3 **Improvements.** Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- 6.4 **Copies to be Filed.** Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

Article 7. Leasehold Mortgage

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

Article 8. Environmental, Safety and Sanitary Requirements

- 8.1 **No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the land. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops and livestock.
- 8.2 **Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the land free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- 8.3 **Sanitary Requirements.** Concerning activities authorized under this Lease, Lessee shall at all times keep the land in a clean and sanitary condition, free of trash, garbage and litter so the land is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

Article 9. No Warranty of Suitability - Quiet Enjoyment - Public Use

- 9.1 **No Warranty.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the land or concerning the suitability of the land for the uses intended by Lessee. Lessee acknowledges that it has accepted the land in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- 9.2 **Quiet Enjoyment.** Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the land, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the land, or to grant rights to others for use of the land, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.
- 9.3 **Public Use.** Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

Article 10. Water Right and Water Use

- 10.1 **Pre-Existing Water Rights.** The Lessor may have authorized the use of the Leased Premises in the past for grazing purposes. In addition, the Lessor and its authorized agents may have made improvements to springs and other water sources in the past to aid in the grazing use of the Leased Premises. Such use may have created a beneficial use water right in accordance with state law. Since the filing of a notice of claim for such beneficial use of water was not mandatory for *de minimis* stockwatering purposes in certain water right adjudications, most of these beneficial use water rights are not of record with any other agency of the State of Idaho. The grazing of livestock on the Leased Premises and the use of any and all water sources on the Leased Premises by Lessee's livestock shall be by and for the maintenance of any existing water rights that the Lessor may possess on the Leased Premises. Lessee shall be entitled to use the water on the Leased Premises, but only for the use allowed in this Lease. Such use of any water rights by Lessee shall be in conformance with Idaho water law.
- 10.2 **Future Water Rights and Water Use Generally.** The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:
- A. To drill and use a water well,
 - B. To develop and use any source of water,
 - C. To cause any water to be conveyed off the Leased Premises,
 - D. To bring water onto the Leased Premises.
- 10.3 **Water Systems.** If water is supplied to the land by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the land.
- 10.4 **No Right of Access to Water Rights Upon Expiration or Termination of Lease.** Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

Article 11. Noxious Weeds

- 11.1 The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the lessee, unless otherwise provided for in the Special Provisions included in Attachment A.
- 11.2 The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land.
- 11.3 All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

Article 12. Construction of Improvements

- 12.1 **Permit Required.** Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or approved Lease Terms and Special Provisions. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Lessor to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.
- 12.2 **Condition of Improvements.** At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- 12.3 **Maintenance of Improvements.** Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.
- 12.4 **Removing Improvements.** Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.
- 12.5 **Cost of Improvements.** Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.
- 12.6 **Permitted Improvements At Lease Expiration/Termination.** Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the land to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.
- 12.7 **Improvements Not Approved.** At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.

- 12.8 Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this Article shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

Article 13. No Liens

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

Article 14. Sale, Exchange or Reclassification of Leased Premises

- 14.1 Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by Article 12.6, and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.
- 14.2 Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.
- 14.3 Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

Article 15. Relationship of the Parties

- 15.1 Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

Article 16. Reservations by Lessor

- 16.1 Lessor expressly reserves and excepts the following rights:
- A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.

B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.

C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.

D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.

F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in Article 10 herein.

G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.

H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of Article 12 relating to compensation for permitted improvements shall apply.

I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.

K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in Article 14 herein.

L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on livestock operations or farming operations.

M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.

N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

Article 17. Indemnification

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

Article 18. Payment of Taxes, Assessments or Fees - Lien

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

Article 19. Lessee's Default

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

Article 20. Surrender of Land

- 20.1 Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

Article 21. Cancellation By Mutual Agreement

- 21.1 Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

Article 22. Notices

- 22.1 **Notices.** Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.

- 22.2 Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise, Idaho 83720-0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

Article 23. Waiver

- 23.1 The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

Article 24. Attorneys' Fees and Costs

- 24.1 In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

Article 25. Lessee's Compliance with Applicable Laws and Rules

- 25.1 Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.
- 25.2 No Waste or Nuisance. Lessee shall not use the land in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

Article 26. Miscellaneous

- 26.1 No Trespass. Lessee shall not use nor allow Lessee's livestock or livestock from adjacent lands to graze or run at large over lands belonging to Lessor not under lease to Lessee or approved within the Lease Terms and Special Provisions.
- 26.2 Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.
- 26.3 Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.
- 26.4 Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.

- 26.5 Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.
- 26.6 Binding on Heirs and Successors. This Lease, including the Lease Terms and Special Provisions, shall insure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.
- 26.7 Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- 26.8 Paragraph Headings. The paragraph headings, titles and captions used in this Lease are for convenience only and are not part of the Lease.
- 26.9 Entire Agreement. This Lease, including all exhibits attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- 26.10 Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.
- 26.11 Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 26.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Special Provisions

Attachment A

Lease Number: **G600063**
Lease Applicant: **Little Land & Livestock**
Allotment Name: **Little Emmett**

Number of livestock by class:
Cow/calf pairs **700 on/off**

Season of Use (specific dates and total number of days):
South of Payette River – December through June
North of Payette River – April through November
(see attached map of area on file)

1. MANAGEMENT PROPOSAL

The following is a summary of the grazing management proposal submitted by the lease applicant. If acceptable by the Department, the proposal will be incorporated into the grazing lease as an enforceable provision of the lease.

General Information

On file with IDL is the Little Emmett Grazing Management Plan. It is a rest rotation plan where most pastures (except for trailing) receive two grazing seasons of rest. All private, private leased, BLM and state lands are incorporated with this allotment.

2005 will begin with Jake Creek Drainage: Jake Dry, Coonrod, East of Jake. Squaw Creek side will only be used in the fall: Red Basin and Webb Creek. Little Cottonwood field will be rested all spring and summer.

Legal Description

Attachment B

Lease Number	Township, Range, Section	County	Endowment	Legal Description	Grazing Acres	Wasteland Acres	Dryland Acres	Irrigated Acres	AUMS
G600063	06N-01E 07	Gem	PS	SENE	40	0	0	0	6
G600063	06N-01E 08	Gem	PS	SENE,NENW,	80	0	0	0	10
G600063	06N-02W 36	Gem	PS	ALL	640	0	0	0	102
G600063	07N-01E 16	Gem	PS	NENE NORTH & WEST OF CO. RD.	30.77	7.37	0	0	3
G600063	08N-01E 04	Gem	PS	NESW,L6(NESE),NWSE,L7(SESE),	160.16	0	0	0	13
G600063	08N-01E 05	Gem	PS	SWSW,	40	0	0	0	9
G600063	08N-01E 06	Gem	PS	SESE,	40	0	0	0	9
G600063	08N-01E 07	Gem	PS	NWNE,SENE,NESE	120	0	0	0	26
G600063	08N-01E 08	Gem	PS	NW,NWSW,	200	0	0	0	46
G600063	08N-01E 09	Gem	PS	E2NE,S2NW,S2	480	0	0	0	41
G600063	08N-01E 16	Gem	PS	N2	320	0	0	0	26
G600063	08N-01E 19	Gem	PS	SESW	40	0	0	0	3
G600063	08N-01E 19	Gem	PS	W2NE,NESW,L3(NWSW),L4(SWSW),	190.88	0	0	0	15
G600063	08N-01E 30	Gem	PS	NENW,	40	0	0	0	3
G600063	08N-01W 12	Gem	PS	W2E2	160	0	0	0	18
G600063	08N-01W 24	Gem	PS	E2SE	80	0	0	0	8
G600063	09N-01E 20	Gem	PS	NWNE,NWNW	80	0	0	0	7
G600063	09N-01E 27	Gem	PS	NWSW,	40	0	0	0	6
G600063	09N-01E 28	Gem	PS	NESE,	40	0	0	0	7
G600063	09N-01E 33	Gem	PS	W2NE,SENW,	120	0	0	0	20
G600063	09N-01W 24	Gem	PS	E2SE	80	0	0	0	10
G600063	09N-01W 36	Gem	PS	E1/2	320	0	0	0	49
G600063	10N-01E 36	Gem	PS	W2NW	80	0	0	0	10
					3421.81	7.37	0	0	447

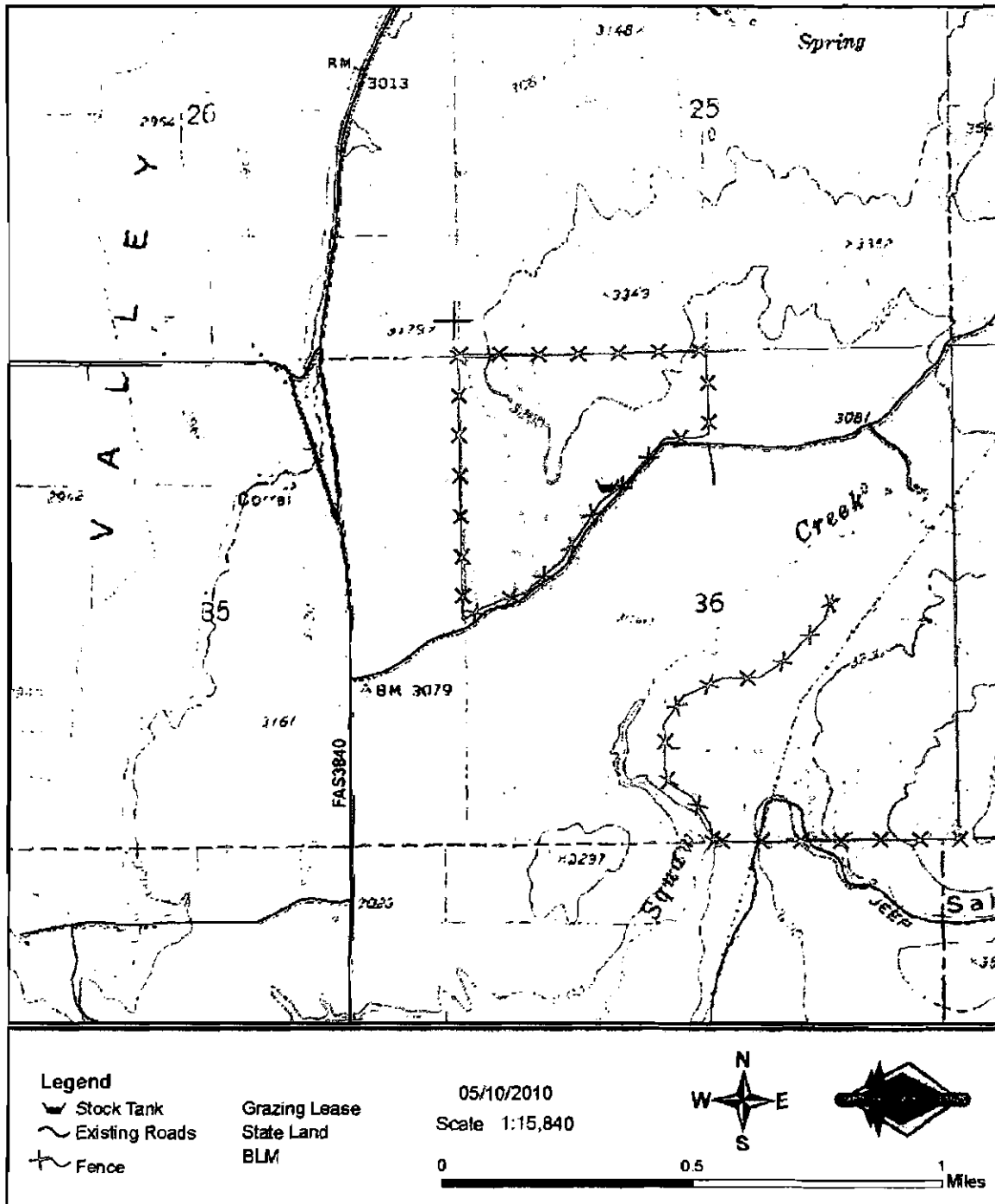
Site Map

Attachment C

MAP #1

Grazing Lease G600063
T10N R01E Sec 36

Map 1



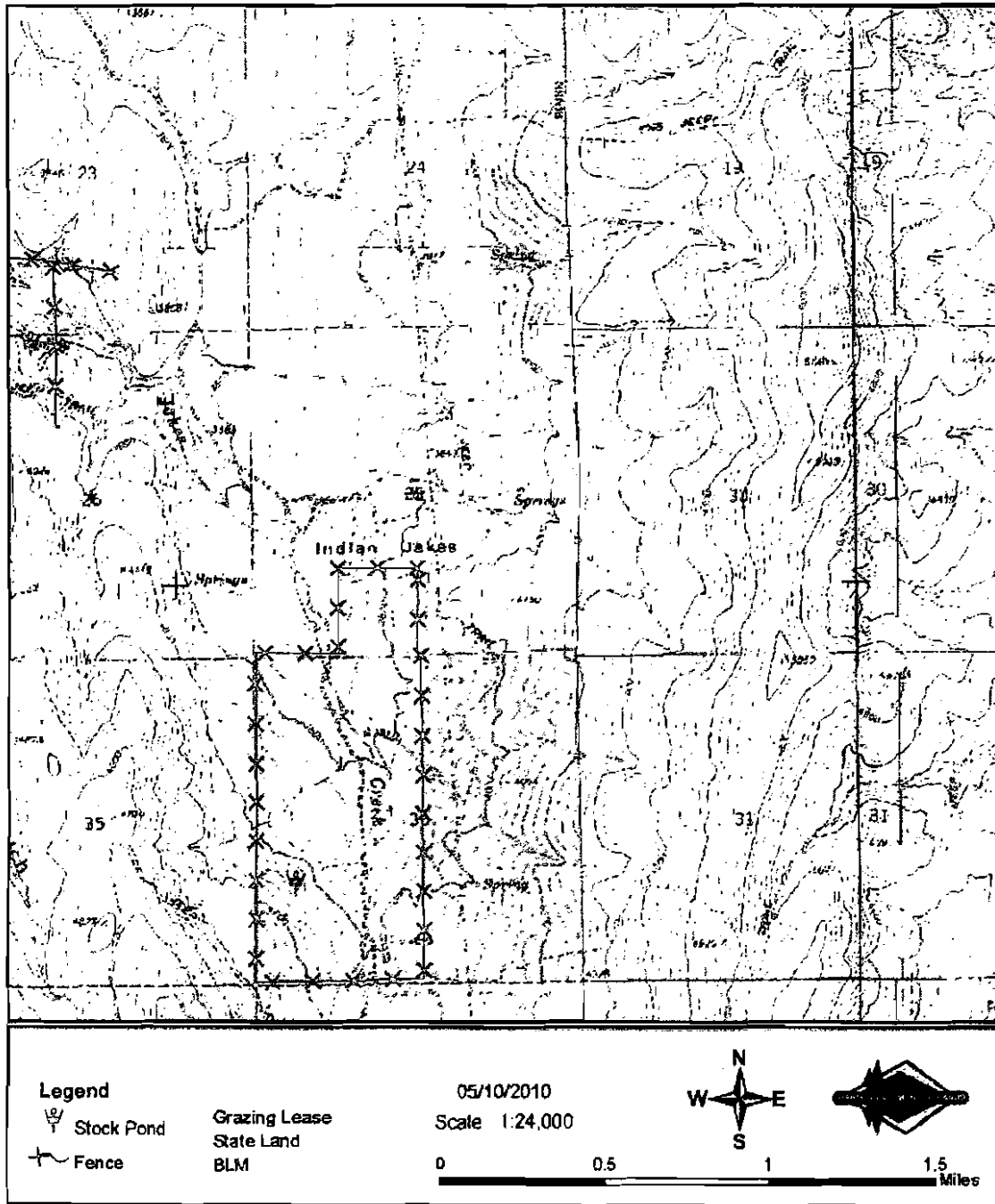
Site Map

Attachment C

MAP #2

Grazing Lease G600063
T09N R01W Sec 24, 36

Map 2



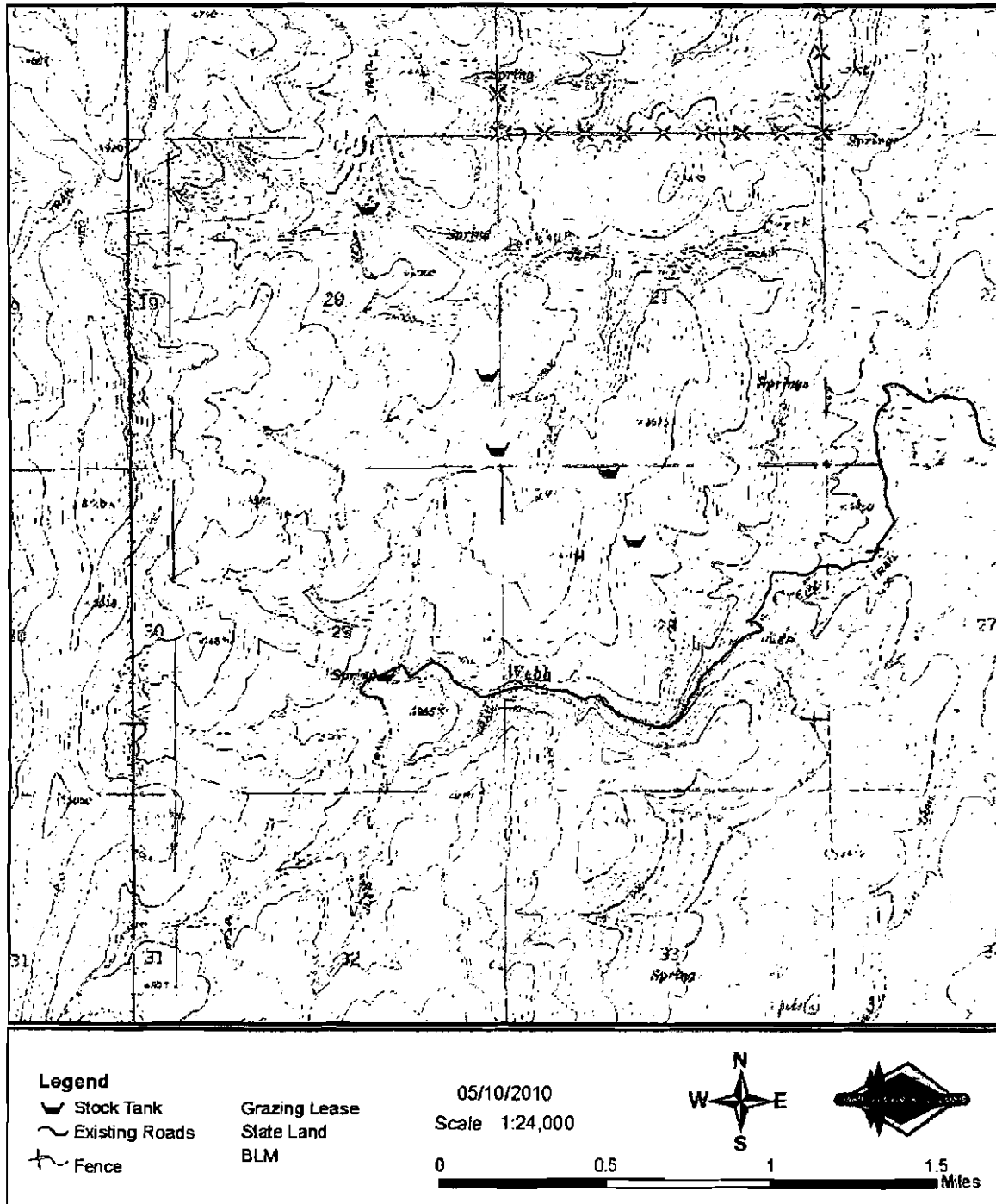
Site Map

Attachment C

MAP #3

Grazing Lease G600063
T09N R01E Sec 20,27,28,33

Map 3



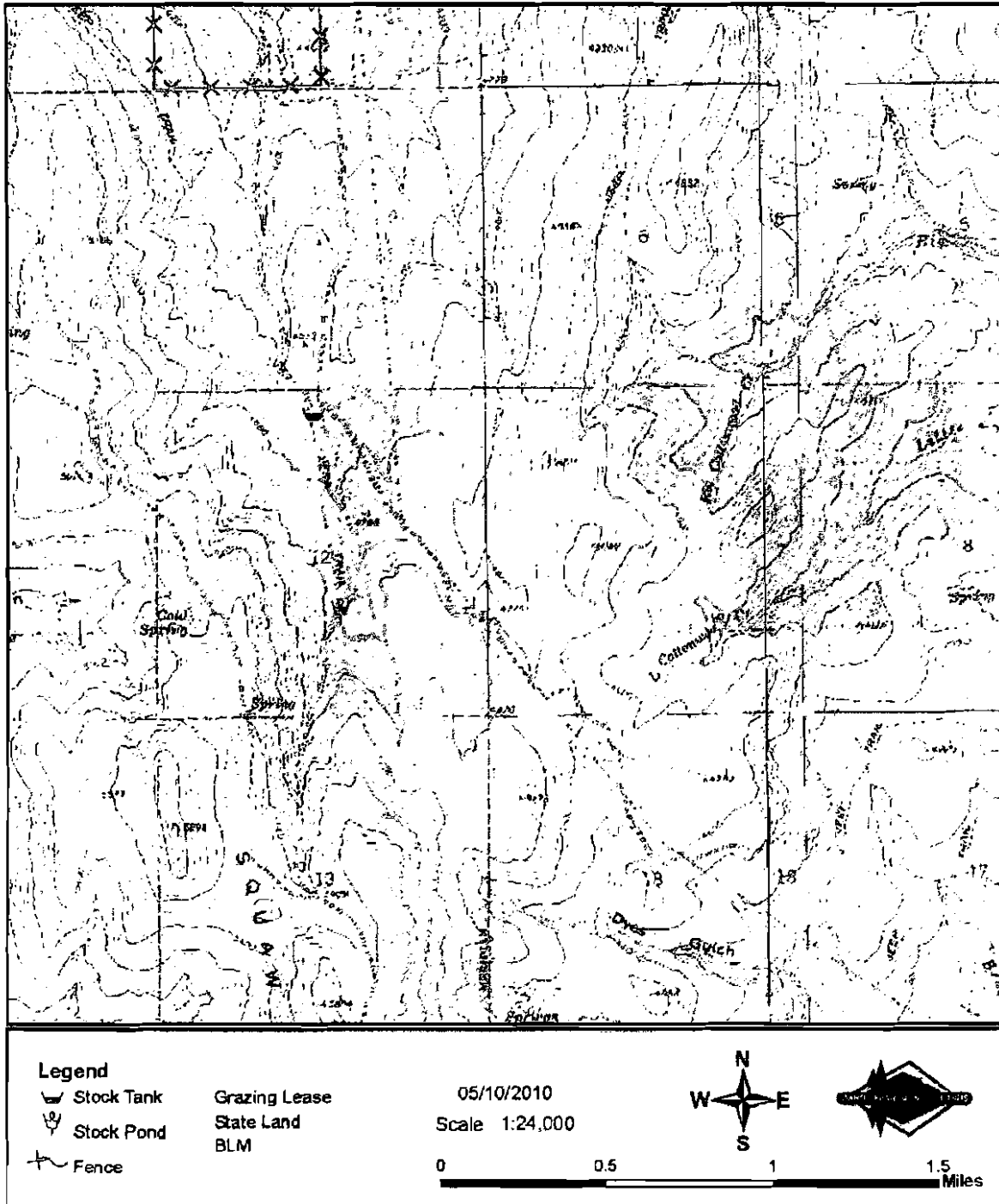
Site Map

Attachment C

MAP #4

Grazing Lease G600063
T08N R01W Sec 12 T08N R01E Sec 5,6,7,8

Map 4



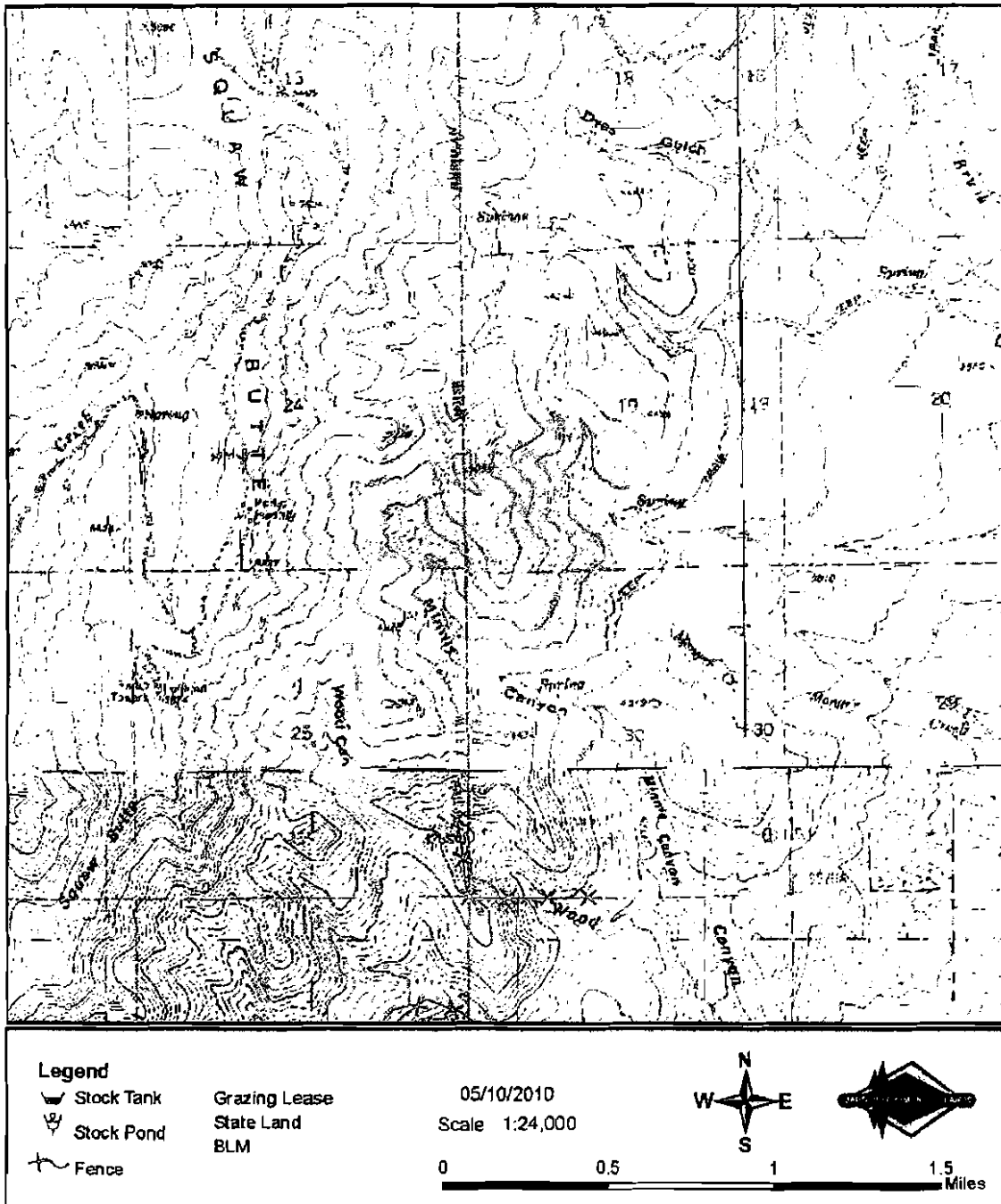
Site Map

Attachment C

MAP #5

Grazing Lease G600063
T08N R01W Sec 24 T08N R01E Sec 19,30

Map 5



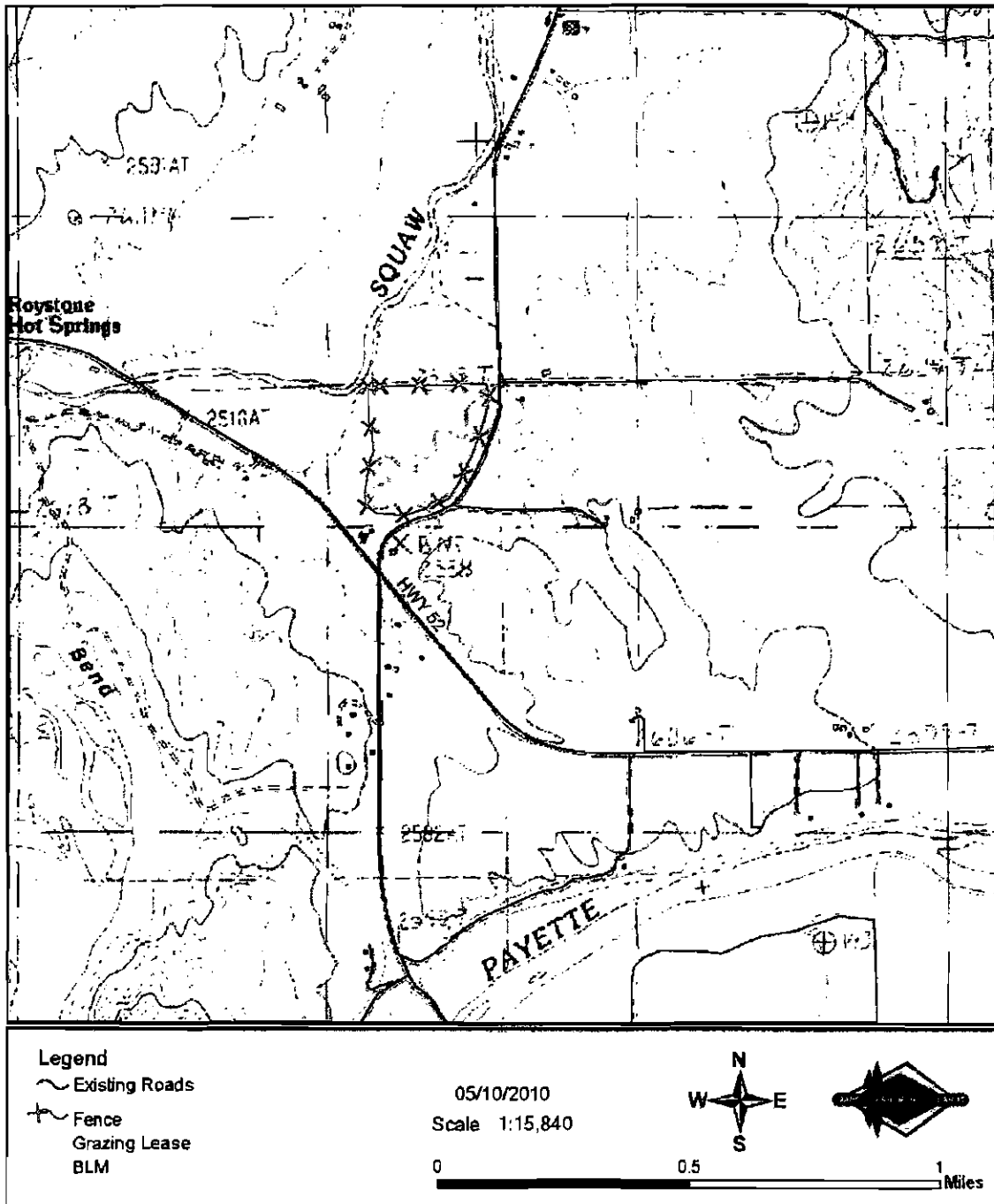
Site Map

Attachment C

MAP #6

Grazing Lease G600063
T07N R01e Sec 16

Map 6



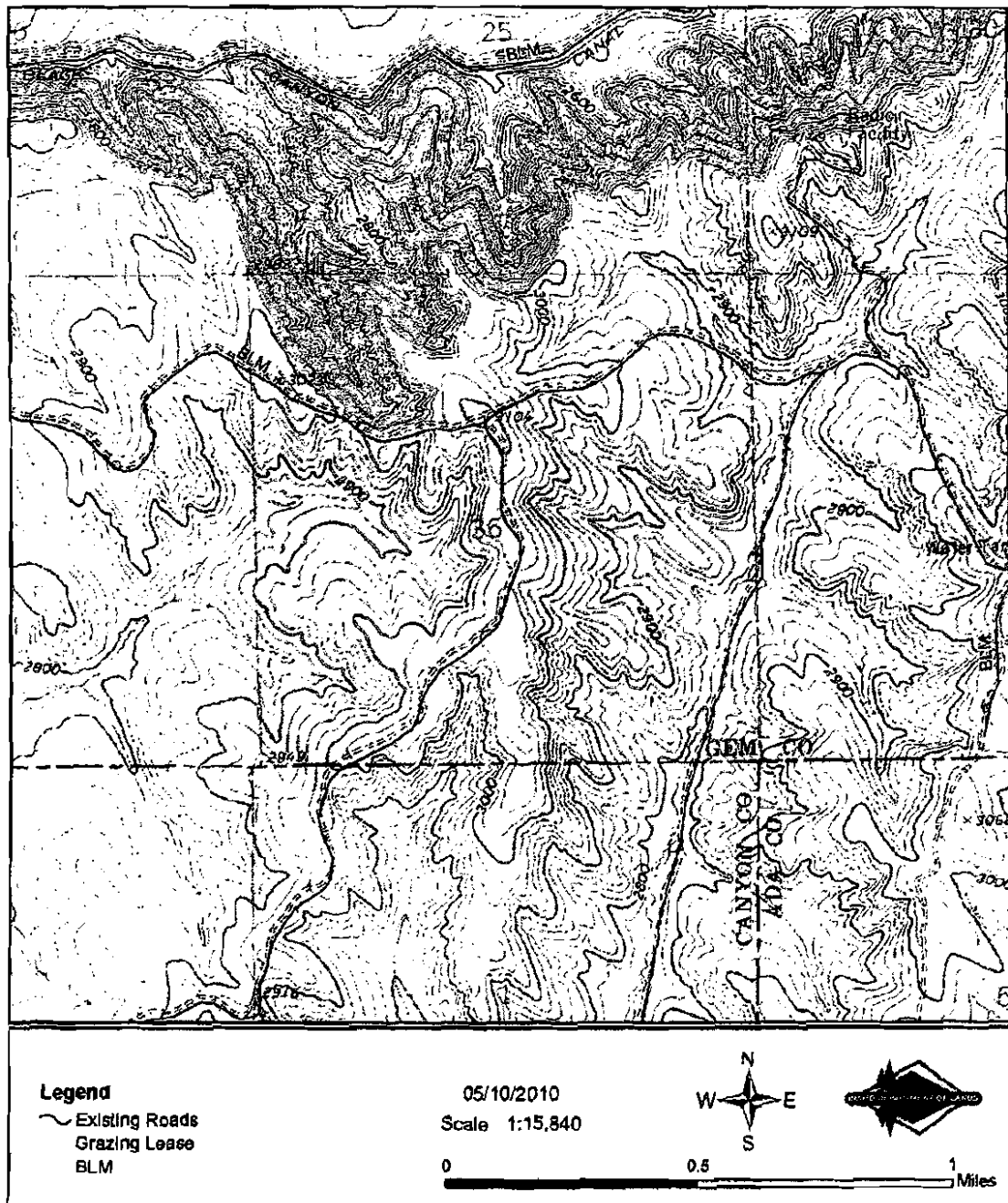
Site Map

Attachment C

MAP #7

Grazing Lease G600063
T06N R02W Sec 36

Map 7



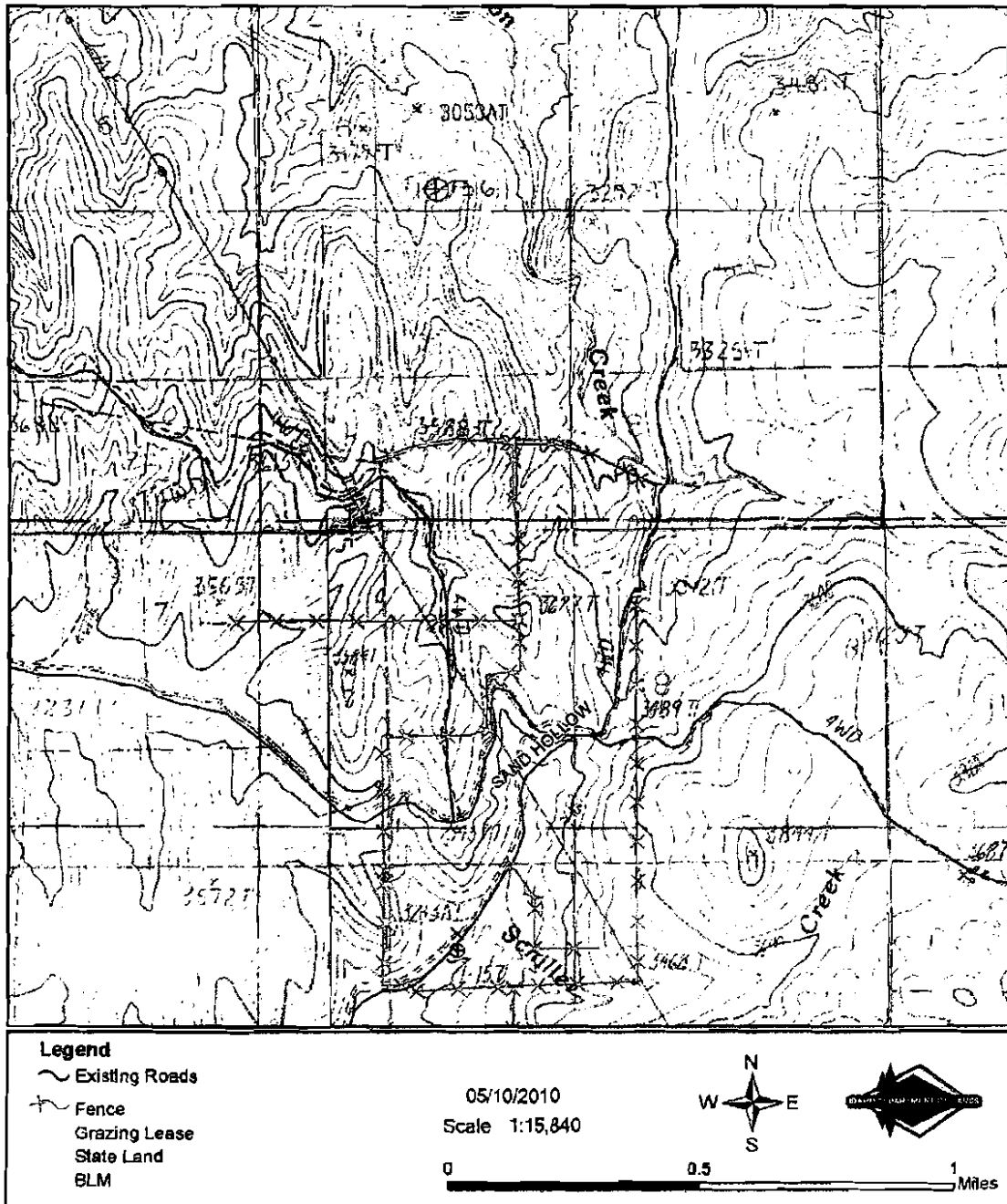
Site Map

Attachment C

MAP #8

Grazing Lease G600063
T06N R01E Sec 7, 8

Map 8





IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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LITTLE ENTERPRISES, LLLP

PO BOX 488
EMMETT, ID 83617

Type of Business: LIMITED PARTNERSHIP

Status: CURRENT, ANREPT SENT 05 Nov 2010

State of Origin: IDAHO

Date of 21 Jan 1992

Origination/Authorization:

Current Registered Agent: BRADLEY J LITTLE
210 W MAIN
EMMETT, ID 83617

File Number: L1933

Date of Last Annual Report: 30 Nov 2010

Original Filing:

Filed 21 Jan 1992 CERTIFICATE
OF LP

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Amendments:

Amendment Filed 23 Nov 2007 NAME CHANGED
TO LITTLE
ENTERPRISES,
LLLP

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Report for year 2010 ANNUAL REPORT

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Report for year 2009 ANNUAL
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Report for year 2007 ANNUAL
REPORT

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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

No. L 1933	Due no later than Jan 31, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		BRADLEY J LITTLE 210 W MAIN EMMETT ID 83617			
	LITTLE ENTERPRISES, LLLP BRADLEY J. LITTLE PO BOX 488 EMMETT ID 83617 USA		3. <u>New</u> Registered Agent Signature:*			
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
GENERAL PARTNER	BRADLEY J LITTLE	903 E MAIN	EMMETT	ID	USA	83617
GENERAL PARTNER	TERESA SOULEN LITTLE	903 E MAIN	EMMETT	ID	USA	83617
5. Organized Under the Laws of: ID L 1933	6. Annual Report must be signed.*					
	Signature: Bradley J Little			Date: 11/30/2010		
Name (type or print): Bradley J Little			Title: Partner			
Processed 11/30/2010		* Electronically provided signatures are accepted as original signatures.				



IDAHO SECRETARY OF STATE

Viewing Business Entity

Bon Ysursa, Secretary of State

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LITTLE LAND & LIVESTOCK, LLLP

PO BOX 488
 EMMETT, ID 83617

Type of Business: LIMITED PARTNERSHIP

Status: CURRENT, ANREPT SENT 04 Aug 2010

State of Origin: IDAHO

Date of 17 Oct 1991

Origination/Authorization:

Current Registered Agent: BRADLEY J LITTLE
 210 W MAIN ST
 EMMETT, ID 83617

File Number: L1880

Date of Last Annual Report: 09 Aug 2010

Original Filing:

Filed 17 Oct 1991 CERTIFICATE
 OF LP

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Amendments:

Amendment Filed 23 Jan 1998 OTHER - ADD
 TERESA LITTLE AS
 GENERAL PARTNER

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Amendment Filed 13 Dec 2004 OTHER -
 WITHDRAWL 1
 GENERAL PARTNER

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Amendment Filed 23 Nov 2007 NAME CHANGED TO
 LITTLE LAND &
 LIVESTOCK, LLLP

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Annual Reports:

Report for year 2010 ANNUAL REPORT

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Report for year 2009 ANNUAL REPORT

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Report for year 2007 ANNUAL
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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

No. L 1880	Due no later than Oct 31, 2010 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		BRADLEY J LITTLE 210 W MAIN ST EMMETT ID 83617			
	LITTLE LAND & LIVESTOCK, LLLP BRADLEY J LITTLE PO BOX 488 EMMETT ID 83617		3. <u>New</u> Registered Agent Signature:*			
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
GENERAL PARTNER	BRADLEY J LITTLE	PO BOX 20S	EMMETT	ID	USA	83617
GENERAL PARTNER	TERESA LITTLE	PO BOX 488	EMMETT	ID	USA	83617
5. Organized Under the Laws of: ID L 1880		6. Annual Report must be signed.* Signature: Bradley J Little Name (type or print): Bradley J Little Date: 08/09/2010 Title: Partner				
Processed 08/09/2010		* Electronically provided signatures are accepted as original signatures.				

INSTRU. NO. 233930
PAGES 1 OF 2

When recorded, please return to:

L. Edward Miller
GIVENS PURSLEY LLP
601 W. Bannock Street
PO Box 2720
Boise, Idaho 83701
(208) 388-1243

Instrument # 233930

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2004-01-07 03:47:00 No. of Pages: 8

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SUSAN K. HOWARD

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Ex-Officio Recorder Deputy

Index to: DEED

Judy Evans

BARGAIN AND SALE DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **D. L. LIMITED PARTNERSHIP**, an Idaho limited partnership, whose address is 210 West Main, Emmett, Idaho 83617 (the "Grantor"), does hereby grant, bargain, sell and convey unto **LITTLE ENTERPRISES LIMITED PARTNERSHIP**, an Idaho limited partnership, whose address is 210 West Main, Emmett, Idaho 83617 (the "Grantee"), any and all of Grantor's interest as a tenant in common in that real property located in Gem County, Idaho and legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property").

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

IN WITNESS WHEREOF, the Grantor has hereunto subscribed his name to this instrument this 31st day of December, 2003.

D. L. LIMITED PARTNERSHIP, an Idaho limited partnership

By:

Bradley J. Little
Bradley J. Little, General Partner

State of Idaho)
County of Gem) ss.

On this 21st day of December, 2003, before me, a Notary Public in and for said State, personally appeared Bradley J. Little, known or identified to me to be a general partner in the partnership of D. L. Limited Partnership, an Idaho limited partnership, the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership's name.



Palla R. Garringer
Notary Public for Idaho
Residing at Connett, ID
My Commission expires 11-25-2008

EXHIBIT A

Legal Description of Properties in Gem County

The following parcels situated in Township 6 North, Range 1 West:

Section 10:

The East Half of the Northeast Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter; EXCEPTING therefrom a parcel of land more particularly described as follows:

Beginning at the Section Corner common to Sections 3, 4, 9 and 10, Township 6 North, Range 1 West, Boise Meridian; thence North 89° 21' 40" East on the Section line common to Sections 3 and 10, a distance of 2,572.10 feet to a point being the Quarter corner common to Sections 3 and 10; thence South 01° 56' 00" West on the midsection line of Section 10, a distance of 1,323.29 feet to a point being the Center North 1/16 corner of Section 10; thence North 89° 24' 50" East on the 1/16 line, 74.00 feet to the REAL POINT OF BEGINNING; thence continuing North 89° 24' 50" East, 427.00 feet to a point; thence North 1° 56' 00" E, 501.00 feet to a point; thence North 89° 24' 50" East, 74.00 feet to an I P copper weld monument set in concrete; thence South 1° 56' 00" West, 648.50 feet to an I P copper weld monument set in concrete; thence South 89° 24' 50" West, 501.00 feet to an I P copper weld monument set in concrete; thence North 1° 56' 00" East 147.50 feet to the REAL POINT OF BEGINNING.

And the Northwest Quarter of the Southeast Quarter and the Northwest Quarter of the Northeast Quarter, EXCEPT 15.28 acres of Railroad-right-of-way and Bureau of Land Management property AND EXCEPT a parcel of land more particularly described as follows:

Beginning at the Section Corner common to Section 3, 4, 9 and 10, Township 6 North, Range 1 West, Boise Meridian; thence North 89° 21' 40" East on the Section line common to Sections 3 and 10, 2572.10 feet to a point being the Quarter corner common to Sections 3 and 10; thence South 1° 56' 00" West on the midsection line of Section 10, 1323.29 feet to a point being the center North 1/16 corner of Section 10; thence North 89° 24' 50" East on the 1/16 line, 74.00 feet to the REAL POINT OF BEGINNING; thence continuing North 89° 24' 50" East 427.00 feet to a point; thence North 1° 56' 00" East, 501.00 feet to a point; thence North 89° 24' 50" East, 74.00 feet to an I P copper weld monument set in concrete; thence South 1° 56' 00" West, 648.50 feet to an I P copper weld monument set in concrete; thence South 89° 24' 50" West, 501.00 feet to an I P copper weld monument set in concrete; thence North 1° 56' 00" East, 147.50 feet to the REAL POINT OF BEGINNING.

Section 11:

The South Half of the Southwest Quarter; the East Half of the Southeast Quarter; and the Northwest Quarter of the Southeast Quarter.

Section 12:

The South Half of the North Half; and the South Half.

Section 13:

The North Half of the Northeast Quarter; the North Half of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter; the East Half of the Southeast Quarter; and the South Half of the Southwest Quarter.

Section 14:

The Northeast Quarter; the North Half of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter; and the East Half of the Southeast Quarter.

Section 15:

The North Half of the Southwest Quarter; the Southwest Quarter of the Southwest Quarter; and the North Half of said Section, EXCEPT that portion of the West Half of the Northwest Quarter conveyed to Gem County by Deed recorded under Instrument No. 227125.

Section 16:

The East Half of the Southeast Quarter, EXCEPT the West 375 feet of the Northeast Quarter of said Southeast Quarter.

Section 23:

The East Half of the Northeast Quarter; and the Northeast Quarter of the Southwest Quarter.

Section 24:

The Northwest Quarter; the West Half of the Northeast Quarter; and the Northeast Quarter of the Northeast Quarter.

Section 30:

The South Half of the Southeast Quarter

Section 31:

Lots 1 and 2; the East Half of the Northwest Quarter; the North Half of the Northeast Quarter; the Southeast Quarter of the Southwest Quarter; and the Southeast Quarter.

Section 32:

The Southeast Quarter of the Northwest Quarter; the Southwest Quarter; and The East Half of said Section.

Section 33:

The west Half of the Northwest Quarter; and the Southwest Quarter of said Section.

And the following parcels situated in Township 6 North, Range 2 West:

Section 20:

The North Half of the Southeast Quarter EXCEPT 9.57 acres of Railroad right-of-way and Bureau of Land Management property; AND EXCEPT that portion of the Northeast Quarter of said Southeast Quarter lying North and East of the Canyon Canal, more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 20, the REAL POINT OF BEGINNING; thence South on the East Section line 535.3 feet; thence meandering the right-of-way of the Canyon Canal as formerly used by the Emmett Irrigation District, North 71° 35' West 97.1 feet; thence North 59° 29' West 232.5 feet; thence North 45° 52' West 280.9 feet; thence North 60° 50' West 209.9 feet; thence North 64° 01' West 201.7 feet, to the North line of said Quarter; thence East on said North line 859.8 feet to the REAL POINT OF BEGINNING.

Section 20:

The Northeast Quarter of the Southwest Quarter; the Southeast Quarter of the Northwest Quarter; and that portion of the Southwest Quarter of the Northeast Quarter of said Section which is West and South of the Canyon Canal, being more particularly described as follows:

BEGINNING at the Southeast corner of the said legal subdivision thence North on the Quarter, Quarter, section line 290 feet; thence North 47° 57' West 220 feet; thence North 35° 40' West 509 feet; thence 53° 08' West 498.7 feet; thence North 48° 56' West 160 feet; thence West along the Quarter Quarter section line 404 feet to the Northwest corner of said land; thence South along the Quarter Quarter section line to the Southwest corner; thence East along the Quarter Quarter section line to the Southeast corner to the PLACE OF BEGINNING.

Section 32:

The Southwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Southwest Quarter.

And the following parcels situated in Township 7 North, Range 1 East:

Section 32:

The Northeast Quarter of the Southeast Quarter.

Section 33:

The Southwest Quarter of the Northwest Quarter.

And the following parcel situated in Township 7 North, Range 1 West:

Section 26:

The West Half of the Northwest Quarter.

And the following parcels situated in Township 8 North, Range 1 East:

Section 3:

Lot 2; the Southwest Quarter of the Northeast Quarter; and the West Half of the Southeast Quarter.

Section 5:

The North Half of the Southwest Quarter; the Northwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Northwest Quarter.

Section 7:

The Northeast Quarter of the Northeast Quarter; and the South Half of the Southeast Quarter.

Section 8:

The Northeast Quarter of the Southwest Quarter; the South Half of the Southwest Quarter; and the East Half of said Section.

Section 10:

The West half of the Northwest Quarter; and the West Half of the Southwest Quarter

Section 17:

The Southwest Quarter; the Northwest Half of the Northwest Quarter of the Southeast Quarter; and the North Half of said Section.

Section 18:

Lots 1, 2, 3 and 8; the Southeast Quarter; and the East Half of the Southwest Quarter.

Section 19:

The East Half of the Northeast Quarter; the East Half of the Northwest Quarter; Lots 1 and 2; and the Southeast Quarter.

Section 20:

The Northwest Quarter; the Northwest Quarter of the Southwest Quarter; and the South Half of the Southwest Quarter.

And the following parcel situated in Township 8 North, Range 1 West:

Section 1:

Lot 1; the Southeast Quarter of the Northeast Quarter; and the Southeast Quarter.

And the following parcels situated in Township 9 North, Range 1 East:

Section 7:

The Northeast Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the East Half of the Southwest Quarter; and the West Half of the Southeast Quarter.

Section 18:

The West Half of the Northeast Quarter; and the Northeast Quarter of the Northwest Quarter.

Section 27:

The East Half of the Southeast Quarter.

Section 28:

The Southwest Quarter.

Section 29:

The Southeast Quarter; and the South Half of the Southwest Quarter.

Section 32:

The Northeast Quarter of the Southwest Quarter; and the North Half of said Section.

Section 33:

The Southeast Quarter of the Southeast Quarter; the West Half of the Southeast Quarter; the East Half of the Southwest Quarter; the Southwest Quarter of the Southwest Quarter; and the Northwest Quarter of the Northwest Quarter.

Section 34:

The East Half of the Northeast Quarter; and the West Half of the Southwest Quarter.

And the following parcels situated in Township 9 North, Range 1 West:

Section 24:

The Northwest Quarter of the Southeast Quarter.

Section 25:

The Northeast Quarter of the Northeast Quarter; the South Half of the Northeast Quarter; and the North Half of the Southeast Quarter.

And the following parcels situated in Township 6 North, Range 1 East:

Section 5:

Lot 1.

Section 6:

Lot 1.

Section 7:

Lot 3; and the Northeast Quarter of the Southwest Quarter.

Section 18:

Lots 3 and 4; the Southeast Quarter of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; and the Northeast Quarter of the Southeast Quarter.

Section 19:

Lot 1 and the North Half of Lot 2; the Northeast Quarter of the Northwest Quarter; the West Half of the Northeast Quarter; and the North Quarter of the Southeast Quarter of the Northwest Quarter.

116°22'0"W 116°21'30"W 116°21'0"W 116°20'30"W 116°20'0"W 116°19'30"W 116°19'0"W 116°18'30"W 116°18'0"W

BLM Land Trade Parcels South of Payette River

- Little Property Boundary
- BLM
- State
- Water Rights - Place of Use
- Water Right - Point of Diversion



44°5'30"N

44°5'30"N

44°5'0"N

44°5'0"N

44°4'30"N

44°4'30"N

44°4'0"N

44°4'0"N

44°3'30"N

44°3'30"N

021

022

023

028

027

026

T09 N R 01 E

IDWR 65-9472

032

033

034

035

IDWR 65-9473

005

004

T08 N R 01 E

003

002

116°22'0"W 116°21'30"W 116°21'0"W 116°20'30"W 116°20'0"W 116°19'30"W 116°19'0"W 116°18'30"W 116°18'0"W

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-6446

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Little Land & Livestock (lessee)
P. O. Box 205 Emmett, ID 83617
(Address) (City) (State) (Zip)

This lease shall commence January 1, 1996, and terminate December 31, 2005. Expired

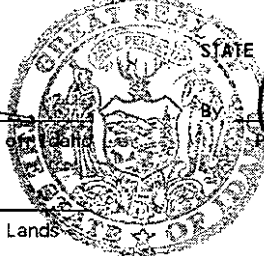
The annual rent payment is due on May 1 of each year.

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described in attachment A at the rates and uses specified herein; grazing 3,541.81 acres containing 465.00 AUMs, cropland 0.00 acres of dryland at 0.00 per acre, 0.00 acres irrigated land at 0.00 per acre and 7.37 acres of wasteland at 0.00 per acre, miscellaneous 0.00 per annum, or 0.00 premium bid.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED:

Pete T. Cenarrusa
Secretary of the State of Idaho



STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Philip E. Batt
President of the State Board of Land Commissioners
and Governor of the State of Idaho

Stanley F. Hamilton
Director Department of Lands

STATE OF IDAHO

COUNTY OF Ada

On this 28 day of November, in the year 1995, before me, a Notary Public in and for said State, personally appeared Phil Batt, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

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

Residing at Boise, Idaho, Commission expires 9-8-2001
Notary Public for Idaho

***** L E S S E E *****

X Little Land & Livestock Co. (lessee)

STATE OF IDAHO

X _____ (lessee)

COUNTY OF Blaine

On this 30 day of October, in the year 1995, before me, a Notary Public in and for said State, personally appeared Brad Fisher

known to me to be the lessee that executed the within instrument, and acknowledged to me that he executed the same.

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

Residing at Emmett, Idaho, Commission expires 2000
Notary Public for Idaho

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-6446

PAGE 2

ATTACHMENT A

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
ADA	40.00	SENE	5 00	5 N	1.0 W	PS
GEM	40.00	SENE	7 00	6 N	1.0 E	PS
GEM	80.00	SENE, NENW,	8 00	6 N	1.0 E	PS
GEM	40.00	NWSE	15 00	6 N	1.0 W	PS
GEM	40.00	NENE	34 00	6 N	1.0 W	PS
GEM	640.00	ALL	36 00	6 N	2.0 W	PS
GEM	38.14	NENE NORTH & WEST OF CO. RD.	16 00	7 N	1.0 E	PS
GEM	160.16	NESW, L6 (NESE), NWSE, L7 (SESE),	4 00	8 N	1.0 E	PS
GEM	40.00	SWSW,	5 00	8 N	1.0 E	PS
GEM	40.00	SESE,	6 00	8 N	1.0 E	PS
GEM	120.00	NWNE, SENE, NESE	7 00	8 N	1.0 E	PS
GEM	200.00	NW, NWSW,	8 00	8 N	1.0 E	PS
GEM	480.00	E2NE, S2NW, S2	9 00	8 N	1.0 E	PS
GEM	320.00	N2	16 05	8 N	1.0 E	PS
GEM	190.88	W2NE, NESW, L3 (NWSW), L4 (SWSW),	19 00	8 N	1.0 E	PS
GEM	40.00	SESW	19 05	8 N	1.0 E	PS
GEM	40.00	NENW,	30 00	8 N	1.0 E	PS
GEM	160.00	W2E2	12 00	8 N	1.0 W	PS
GEM	80.00	E2SE	24 00	8 N	1.0 W	PS
GEM	80.00	NWNE, NWNW	20 00	9 N	1.0 E	PS
GEM	40.00	NWSW,	27 00	9 N	1.0 E	PS
GEM	40.00	NESE,	28 00	9 N	1.0 E	PS
GEM	120.00	W2NE, SENW,	33 00	9 N	1.0 E	PS
GEM	80.00	E2SE	24 00	9 N	1.0 W	PS
GEM	320.00	E1/2	36 05	9 N	1.0 W	PS
GEM	80.00	W2NW	36 05	10 N	1.0 E	PS

Was agreed to be deleted
on 1-15-93

Adels
Can Cope Rd
70
40

39 29.18
112.63

**STATE OF IDAHO
STATE LAND LEASE**

Lease Number **G-6446**
Page 1 of 2

ATTACHMENT B

This lease is made pursuant to the laws of the State of Idaho and the Rules and Regulations governing grazing leases and cropland leases, IDAPA 20.03.14

1. USE OF LAND

The lands herein described shall be used for the purpose of grazing and farming as specified on the signature page; no other uses shall be made of these lands without the prior written approval of the lessor.

2. RECLASSIFICATION OF LAND USE

At the sole discretion of the lessor, lands under this lease may be reclassified in whole or in part for agricultural, commercial, homesite, or other purposes that would result in increased rentals to the lessor. For use other than cropland or grazing the lands affected will be dropped from the lease.

3. RATE OF RENT – CHANGE OF RENT

Lessee agrees to pay to the lessor, in lawful money of the United States, each year's rent in advance, and prior to the legal possession of the property for such year, an annual rent for each acre of cropland and every AUM covered by this lease. The rent shall be payable on or before the date specified on the signature page. The lessor reserves the right to increase or decrease the annual rent, and the lessee will be notified six months in advance of the first payment of any increase.

4. RIGHT OF LESSOR TO SELL – APPRAISAL OF IMPROVEMENTS – APPROVAL OF IMPROVEMENTS REQUIRED

The lessor reserves the right to sell all or any portion of the land herein described and the lessee agrees to deliver immediate possession unless the lessee is to be permitted to harvest a growing crop. In such event, lessee shall have possession of only the land on which such crops are growing. The lessee will be notified of a scheduled sale at least thirty (30) days prior to sale date. When creditable improvements or growing crops are present, they will be appraised in accordance with Idaho Code, Section 58-313, by the lessor and the lessee will be paid for the improvements or crops by the purchaser on the day of sale; lessor's appraisal shall be conclusive.

Prior written approval of lessor is required to make permanent range improvements, construct permanent buildings, or clear the land for agricultural uses. Failure to secure such written approval shall constitute forfeiture of the value of such improvement in case of sale or lease conflict.

5. RENEWAL OF LEASE – APPRAISAL OF IMPROVEMENTS

If the lessee is not the successful bidder at the expiration of this lease then the value of improvements recognized in Section 4 above shall be paid by the successful bidder to the lessee prior to possession provided no delinquent rent is owed. Improvement payments shall be applied towards any rent due before being disbursed to lessee.

6. RELINQUISHMENT OF RIGHTS

The lessee agrees to relinquish possession of the leased premises upon breach of any of the conditions herein set forth, with all permanent improvements thereon in good order and condition when such breach results in cancellation or forfeiture of this lease.

7. TIMBER ON LAND UNDER LEASE – STATE FIRE LAWS

This lease is made subject to all present and future timber sale contracts. The lessor reserves the right to restrict or prohibit grazing use on all or portions of the land leased for timber management purposes. The lessee will be given one hundred eighty (180) days written notice, prior to turn out of livestock on lands leased, of any such restrictions or termination of grazing use, together with a map of the restricted area. This lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of his lease without notice, and said lessee shall be responsible for treble damages to said timber. Lessee is subject to the provisions of state fire laws except for fire protection charges.

8. MINERAL RESERVATIONS

This lease is subject to any mineral lease (including oil, gas and geothermal resource leases) that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code; provided, however, when a mineral lease is granted after the granting of this lease, the mineral lessee shall give a good and sufficient bond to protect the lessee herein from all damage occasioned to the surface of the lands embraced in this lease, or improvements thereon, whether the damage is due to mineral extraction or rights-of-way or other activities incident to mineral extraction.

9. GRAZING REGULATIONS

For grazing use, the grazing period and the number of stock may be fixed and determined by the lessor. The grazing lessee shall furnish such information as may be required from time to time, to assist in determining the grazing period and number of stock to be grazed. A lessee may be required to participate in a resource management plan which includes all or part of the lands described herein. Any written agreement concerning a management plan will be a condition of this lease.

Where sheep are grazed on land included in this lease, they shall not be bedded more than two nights consecutively on the same bedding ground without prior approval of the lessor.

-LAND EXCHANGE ADDENDUM-

FEDERAL LAND EXCHANGE

BETWEEN LITTLE LAND AND LIVESTOCK and the STATE OF IDAHO.

I, BRAD LITTLE, holder of State Lease No.

6446, hereby acknowledge that ANY LAND

which is included in my lease, is proposed for land exchange with the Federal Government.

I agree that the lands described above may be deleted from my lease by the Department of Lands upon thirty (30) days notice from the Director, Department of Lands, upon the consummation of the proposed land exchange.

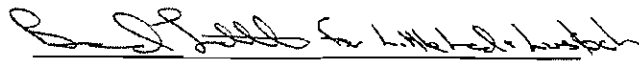
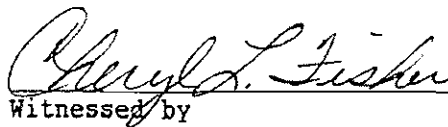
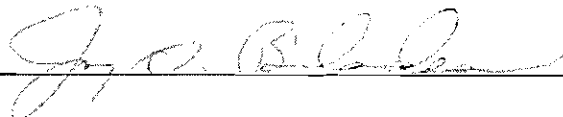
I understand that I may continue to use the lands described above in accordance to the Federal government, unless I am otherwise notified in writing by the Department of Lands. Unless otherwise agreed to, I will not be required to pay fees to the Federal government for use of the lands during the remainder of the year in which the lands are deeded.

I further understand that the Department of Lands will endeavor to obtain from the Federal government, prior to the transfer of title, assurance that the forage and other values available under this lease will be made available to me through a license or permit standard for that agency and reflecting such fees and restrictions as the acquiring agency may require.

My signature on this document constitutes the necessary agreement to the land exchange in accordance with Section 58-138, Idaho Code.

This Land Exchange Addendum, upon the signature of the Lessee and the approval of the Director, Department of Lands, will become part of State lease No. 6446 and will be binding (as a provision of the lease) upon the Lessee, his heirs, successors and assigns.

5-2-95

<u></u> Lessee	Date	<u>5-2-95</u> Lessee	Date
<u></u> Witnessed by		<u>5-2-95</u> Date	
Approved: <u></u>			

Legal Description

Attachment B

Lease Number	Township, Range, Section	County	Endowment	Legal Description	Grazing Acres	Wasteland Acres	Dryland Acres	Irrigated Acres	AUMS
1600063	06N-01E 07	Gem	PS	SENE	40	0	0	0	6
1600063	06N-01E 08	Gem	PS	SENE,NENW,	80	0	0	0	10
1600063	06N-02W 36	Gem	PS	ALL	640	0	0	0	102
1600063	07N-01E 16	Gem	PS	NENE NORTH & WEST OF CO. RD.	30.77	7.37	0	0	3
1600063	08N-01E 04	Gem	PS	NESW,L6(NESE),NWSE,L7(SESE),	160.16	0	0	0	13
1600063	08N-01E 05	Gem	PS	SWSW,	40	0	0	0	9
1600063	08N-01E 06	Gem	PS	SESE,	40	0	0	0	9
1600063	08N-01E 07	Gem	PS	NWNE,SENE,NESE	120	0	0	0	26
1600063	08N-01E 08	Gem	PS	NW,NWSW,	200	0	0	0	46
1600063	08N-01E 09	Gem	PS	E2NE,S2NW,S2	480	0	0	0	41
1600063	08N-01E 16	Gem	PS	N2	320	0	0	0	26
1600063	08N-01E 19	Gem	PS	SESW	40	0	0	0	3
1600063	08N-01E 19	Gem	PS	W2NE,NESW,L3(NWSW),L4(SWSW),	190.88	0	0	0	15
1600063	08N-01E 30	Gem	PS	NENW,	40	0	0	0	3
1600063	08N-01W 12	Gem	PS	W2E2	160	0	0	0	18
1600063	08N-01W 24	Gem	PS	E2SE	80	0	0	0	8
1600063	09N-01E 20	Gem	PS	NWNE,NWNW	80	0	0	0	7
1600063	09N-01E 27	Gem	PS	NWSW,	40	0	0	0	6
1600063	09N-01E 28	Gem	PS	NESE,	40	0	0	0	7
1600063	09N-01E 33	Gem	PS	W2NE,SENE,	120	0	0	0	20
1600063	09N-01W 24	Gem	PS	E2SE	80	0	0	0	10
1600063	09N-01W 36	Gem	PS	E1/2	320	0	0	0	49
1600063	10N-01E 36	Gem	PS	W2NW	80	0	0	0	10
					3421.81	7.37	0	0	447

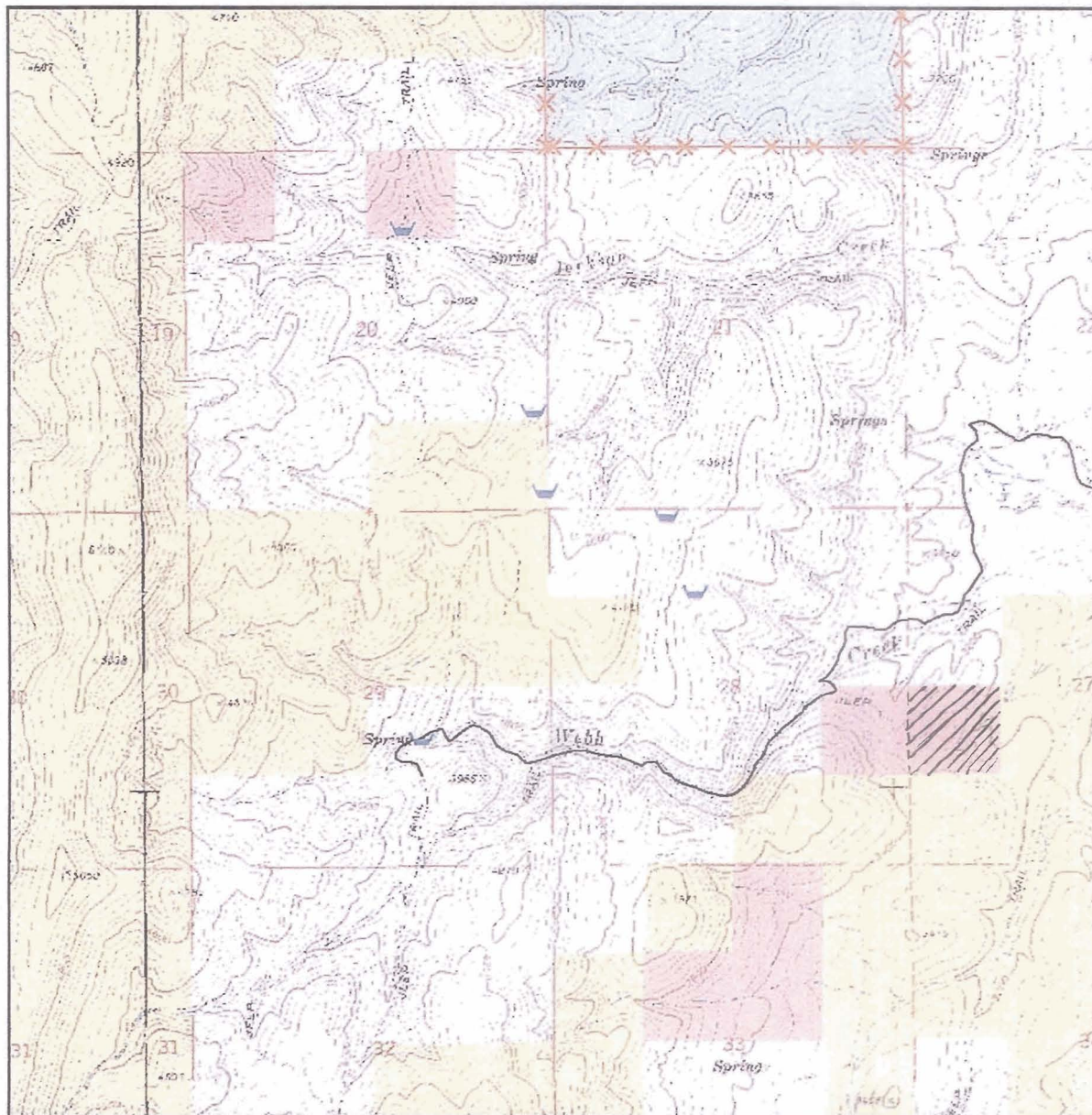
Site Map

Attachment C

MAP #3

Grazing Lease G600063
T09N R01E Sec 20,27,28,33

Map 3



Legend

- Stock Tank
- Existing Roads
- Fence
- Grazing Lease
- State Land
- BLM

05/10/2010
Scale 1:24,000



0 0.5 1 1.5 Miles



Water Right No.
65-9472

ATTACHMENT C

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/9/2011

WATER RIGHT NO. 65-9472

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID LITTLE PO BOX 68 EMMETT, ID 83617 (208)365-4821

Priority Date: 04/01/1969

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED STREAM	WEBB CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.12 CFS	6.7 AFA
Total Diversion			0.12 CFS	

Location of Point(s) of Diversion:

UNNAMED STREAM	NWSW	Sec. 27	Township 09N	Range 01E	GEM County
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Place(s) of use:

Place of Use Legal Description: STOCKWATER GEM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
09N	01E	27		NWSW										

Dates:

Licensed Date:

Decreed Date: 01/21/1986

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False