

RECEIVED

NOV 21 2008

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPARTMENT OF WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
35-7348					
35-2012A		X			
35-39		X			

SUPPORT DATA RECEIVED

2. The following **REQUIRED** information must be submitted with this form: **FILE # 35-39** **MAY 04 2009**
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

Department of Water Resources
Eastern Region

3. Name and Address of Former Owner/Claimant(s) Steven G. Glarborg
Paula J. Inskeep and Ronald J. Inskeep
3030 W 1400 S, Aberdeen, ID 83210

4. New Owner/Claimant(s) Steven G. Glarborg
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 1540 S 2500 W
 City, State and ZIP Code Aberdeen, ID 83210
 New Telephone Number (208) 397-5256 Email: _____

5. Date you acquired the property November, 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>35-39</u>		
Irrigation	<u>4.2 cfs</u>	<u>26</u>
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number <u>35-2012A</u>		
Irrigation	<u>.84</u>	<u>26</u>
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) 
 (title if applicable) _____
 (title if applicable) _____

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by SRF Date 11-21-08
 Processed by _____ AJ Date _____

Receipt Amt. 225.00
 Receipt No. C087158
 WR _____ Date _____

RECORDING REQUESTED BY:
Baker & Harris
AND WHEN RECORDED MAIL TO:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 600745

BINGHAM COUNTY

11-12-2008 02:22:02 No. of Pages: 3

Recorded for : #6013 BAKER & HARRIS

SARA J. STAUB Fee: 9.00

Ex-Officio Recorder Deputy

LS

space above this line for Recorder's use only

WARRANTY DEED

For Value Received, Ronald J. Inskeep and Paula J. Inskeep, husband and wife the Grantors, do hereby grant, bargain, sell, and convey unto Steven G. Glarborg, of 1540 S 2500 W, Aberdeen, ID 83210 Grantee, Grantors' right title and interest in and to the following-described premises, to-wit:

A tract of land located in parts of Sections 22, 23, 26 and 27, all in Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the E1/16 corner on the Section line common to Sections 22 and 27, said corner is a 5/8" X30" rebar and aluminum cap stamped PLS 843, said point bears S 89°32'50" W, 1323.70 feet from the Section Corner common to Sections 22, 23, 26 and 27 which is monumented with a Bureau of Reclamation Brass Cap and buried approximately 36 inches; Thence, S 02°14'19" W, along the Bureau of Reclamation boundary line, 1006.19 feet; Thence, S 83°36'32" E, continuing along said boundary line, 1379.58 feet; Thence, S 00°23'40" E, continuing along said boundary line, 156.32 feet to the N1/16 corner on the common line between Sections 26 and 27 and is monumented with a Bureau of Reclamation Brass Cap; Thence, S 08°37'04" E, continuing along said boundary line, 772.95 feet; Thence, S 47°00'28" E, continuing along said boundary line, 266.73 feet; Thence, S 55°11'04" W, continuing along said boundary line, 217.13 feet; Thence, S 37°02'53" E, continuing along said boundary line, 221.88 feet; Thence, N 84°43'58" E, continuing along said boundary line, 1071.56 feet to a point on the east line of the SW¼NW¼; Thence, N 00°07'50" W, along said east line, 1131.74 feet to the Northeast corner of said SW¼NW¼; Thence, N 00°07'50" W, along the East line of the NW¼NW¼, a distance of 1325.52 feet to the W1/16 corner on the common line between Sections 23 and 26 and monumented with a 5/8" rebar and aluminum cap PLS 843; Thence, N 00°17'13" W, along the East line of the SW¼SW¼ of said Section 23, a distance of 1331.67 feet to the North-East corner of said SW¼SW¼ which is monumented with a 5/8" rebar and aluminum cap PLS 843; Thence, N 89°36'13" W, along the North line of said SW¼SW¼, a distance of 1214.38 feet to the Bureau of Reclamation boundary line; Thence, S 51°57'44" W, along said boundary line, 159.67 feet; Thence, N 71°28'30" W, continuing along said boundary line, 309.55 feet; Thence, S 59°38'00" W, continuing along said boundary line, 670.40 feet; Thence, S 00°22'00" W, continuing along said boundary line, 569.10 feet; Thence, S 48°45'00" W, continuing along said boundary line, 324.00 feet; Thence, N 81°23'00" W, continuing along said boundary line,

202.50 feet; Thence, S 21°10'00" E, continuing along said boundary line, 36.70 feet; Thence, S 02°09'35" W, continuing along said boundary line, 207.61 feet to the TRUE POINT OF BEGINNING and containing 175.15 acres more or less.

Together with those portions of IDWR Danielson Creek water right Nos. 35-2012A and 35-39 which is appurtenant to the above described real property, with IDWR ground water right No. 35-7348, and the irrigation systems and equipment belonging now located on the subject property.

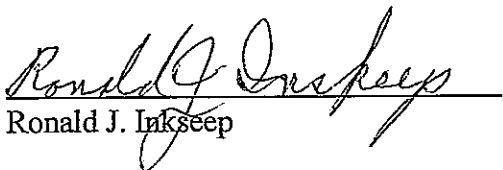
Together with an easement for ingress and egress and utilities described as the South 60.00 feet of the SE¼SW¼ of Section 23 with the south line of said easement being contiguous with the south line of said SE¼SW¼.

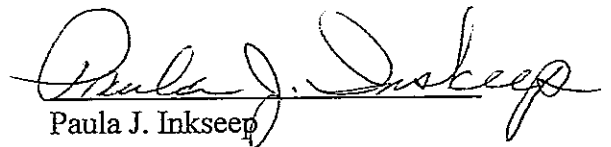
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-way for public highways, protective covenants, utility lines, existing roadways, irrigation or waste water ditches and all building, zoning and other restrictions of use and all encumbrances of record, including but not limited to an easement for water drainage from Grantors' property to a drainage ditch which is located in the SW1/4SW1/4 of Section 23, which drains northwesterly to the American Falls Reservoir.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 8 day of November, 2008.

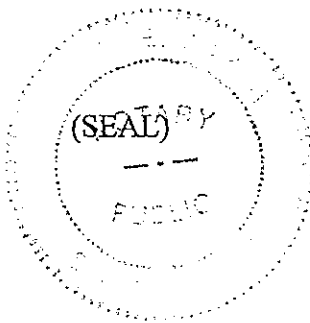

Ronald J. Inkseep


Paula J. Inkseep

STATE OF IDAHO)
: ss.
County of Bingham)

On this 8 day of November, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Ronald J. Inskeep and Paula J. Inskeep, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



David E. Balcer
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 12-10-11

SNAKE RIVER SURVEYING

460 Lincoln Street, Suite C
American Falls, Idaho 83211
Phone (208) 226-5764, Fax (208) 226-5767



28078
Steve Glarborg
175.15 Acres
Date: October 31, 2008

A tract of land located in parts of Sections 22, 23, 26 and 27, all in Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the E1/16 corner on the Section line common to Sections 22 and 27, said corner is a 5/8" X30" rebar and aluminum cap stamped PLS 843, said point bears S 89°32'50" W, 1323.70 feet from the Section Corner common to Sections 22, 23, 26 and 27 which is monumented with a Bureau of Reclamation Brass Cap and buried approximately 36 inches;

Thence, S 02°14'19" W, along the Bureau of Reclamation boundary line, 1006.19 feet;

Thence, S 83°36'32" E, continuing along said boundary line, 1379.58 feet;

Thence, S 00°23'40" E, continuing along said boundary line, 156.32 feet to the N1/16 corner on the common line between Sections 26 and 27 and is monumented with a Bureau of Reclamation Brass Cap;

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Thence, S 47°00'28" E, continuing along said boundary line, 266.73 feet;

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Thence, N 84°43'58" E, continuing along said boundary line, 1071.56 feet to a point on the east line of the SW¼NW¼;

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Thence, N 00°07'50" W, along the East line of the NW¼NW¼, a distance of 1325.52 feet to the W1/16 corner on the common line between Sections 23 and 26 and monumented with a 5/8" rebar and aluminum cap PLS 843;

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Thence, S 02°09'35" W, continuing along said boundary line, 207.61 feet to the TRUE POINT OF BEGINNING and containing 175.15 acres more or less.

Also an easement for ingress and egress and utilities described as the South 60.00 feet of the SE¼SW¼ of Section 23 with the south line of said easement being contiguous with the south line of said SE¼SW¼.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MINIDOKA PROJECT-IDAHO

LEASE OF LAND FOR AGRICULTURAL PURPOSES

THIS LEASE, made this 21st day of April, 2010, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and Steve Glarborg, 1540 South 2500 West, Aberdeen, Idaho 83210, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased--Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for **agricultural** purposes, the following-described premises in the State of Idaho, to wit:

Township 4 South, Range 32 East, Boise Meridian
Section 27: A portion NE $\frac{1}{4}$ NE $\frac{1}{4}$ - 1.3 irrigated agricultural
(see attached map—1.3 acres irrigated agricultural

Township 4 South, Range 32 East, Boise Meridian
Section 22: A portion of SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: A portion of E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

(see attached map—15.8 acres irrigated agricultural land leased for the 2010 season only)

AMERICAN FALLS DIVISION

containing 17.1 acres more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

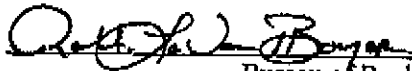
4. Exceptions and reservations--There are excepted and reserved from the lease of the premises described in article 3, the following:

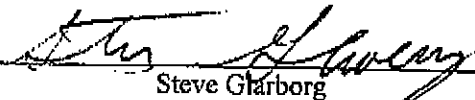
- (a) All lands to which other rights have lawfully attached before the date of this lease.
- (b) The right to remove from said lands any or all timber, both standing and down.
- (c) The right to take from said lands material for the construction of irrigation works and to

23. Successors in Interest Obligated—The provision of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By 
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

LESSEE  4/10/10
Steve Glarborg
1540 South 2500 West
Aberdeen, Idaho 83210,

Phone _____ Cell 903-353-5422

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Contract No. 10-07-14-LA635

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MINIDOKA PROJECT-IDAHO

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Section 27: A portion NE $\frac{1}{4}$ NE $\frac{1}{4}$ - 1.3 irrigated agricultural
(see attached map-1.3 acres irrigated agricultural

Township 4 South, Range 32 East, Boise Meridian

Section 22: A portion of SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: A portion of E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

(see attached map-15.8 acres irrigated agricultural land leased for the 2010 season only)

AMERICAN FALLS DIVISION

containing 17.1 acres more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations-There are excepted and reserved from the lease of the premises described in article 3, the following:

- (a) All lands to which other rights have lawfully attached before the date of this lease.
- (b) The right to remove from said lands any or all timber, both standing and down.
- (c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.
- (d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).
- (e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

2 of 6

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(f) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(g) The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

(h) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

(i) There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

5. Term of lease—The lease of the 1.3 acre premises described shall be for the period from March 1, 2010, to February 28, 2011, inclusive, unless sooner terminated as hereinafter provided. The lease of the 15.8 acre premises described shall be for the period from March 1, 2010 to November 30, 2010.

6. Extension of lease term—The Lessee has an option to extend the term of the lease as defined in the preceding article for the 1.3 acres only, for successive additional periods of one year each, but in no event beyond February 28, 2013, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended, not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the lessee desire to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

7. Rental charges—The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$2,804.00 (lease amount for the 2010 season plus \$85.00 administrative fee) on the date hereof for the period ending February 28, 2011 and the sum of \$207.00 on account of each extension of this lease.

8. Seeding requirements for the 15.8 acre tract—The 15.8 acres authorized for farming for the 2010 season only will be rehabilitated and seeded with a dryland seed mixture as specified by the Contracting Officer in the fall of 2010. In subsequent years, Lessee may be required to reseed at his own expense if the seeding is not established to the satisfaction of the Contracting Officer.

9. Repairs—The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

10. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

Page 3

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11. Miscellaneous conditions—In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) All grain stubble will be left standing in the field over the winter—no burning of stubble is allowed.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the Lessee's lease rights will, at the option of the Contracting Officer, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(f) The Lessee shall keep all lands leased for agricultural purposes under crop during the growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Subsequent to the harvesting of crops, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to a permanent vegetative cover. Reclamation would work with NRCS to develop seed mixes and application rates. Subsequent action would be in accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

(g) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(h) Hunting and fishing by the public will not be restricted by the Lessee.

(i) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(j) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the reclamation Reform Act of 1982, including the payment of full costs as provided therein.

(k) No farming will be conducted within a distance of 75 feet measured from the top edge of the reservoir bank. This exclusion will include, but is not limited to, irrigating, plowing, disking, or cultivating the land.

(l) Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

12. Water Rights—The United States does not have a water supply for the agricultural lands covered under this lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

(a) The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this lease, a water supply of any kind, pressure or particular water

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quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

(b) Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

13. Pest Control

(a) The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

14. Hazardous Materials

(a) The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

Page 5

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APR 08, 2010 09:09A

(c) 'Hazardous material' means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Lessee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

15. Discovery of Cultural Resources -Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the lessee, shall initiate any necessary emergency measure to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means, within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

16. Transfer of Lease-Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

17. Termination of Lease-This lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by Articles 5 and 6; or
(b) Without notice, upon default in payment to the United States of any installment of rental charges as provided by Article 7; or

(c) On March 1st, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or

(d) After failure of the Lessee to observe any of the conditions of this lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition

The notices provided by this article will be served by certified mail addressed to the respective post office addresses given in Article 17 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 17 (c) or Article 17 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental will be been made, an appropriate refund or part of the rental for such then current lease or extension will be made.

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If this lease is terminated under Article 17 (d), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

18. Notices

(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Assistant Area Manager
Upper Snake Field Office
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

Steve Glarborg
1540 South 2500 West
Aberdeen, Idaho 83210

(b) Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this lease, and no specific requirements are set forth. Where this lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

(c) The parties hereby designate the Assistant Area Manager and Steve Glarborg, as their authorized representatives for this lease. These individuals shall have the authority to take any action allowed or required under this lease, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 18 (a) above.

19. Removal of Structures—Upon the expiration, termination, or revocation of this lease, if all rental charges and damage claims due Reclamation have been paid, the Lessee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Lessee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

20. Officials Not To Benefit—No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

21. Hold Harmless Clause—The Lessee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Lessee's activities under this agreement.

22. Severability—Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

Page 7

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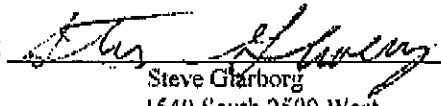
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23. Successors in Interest Obligated--The provision of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By _____
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

LESSEE 
Steve Giarborg
1540 South 2500 West
Aberdeen, Idaho 83210,

Phone _____ Cell 903-353-5422

page 8

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APR 08, 2010 09:11A



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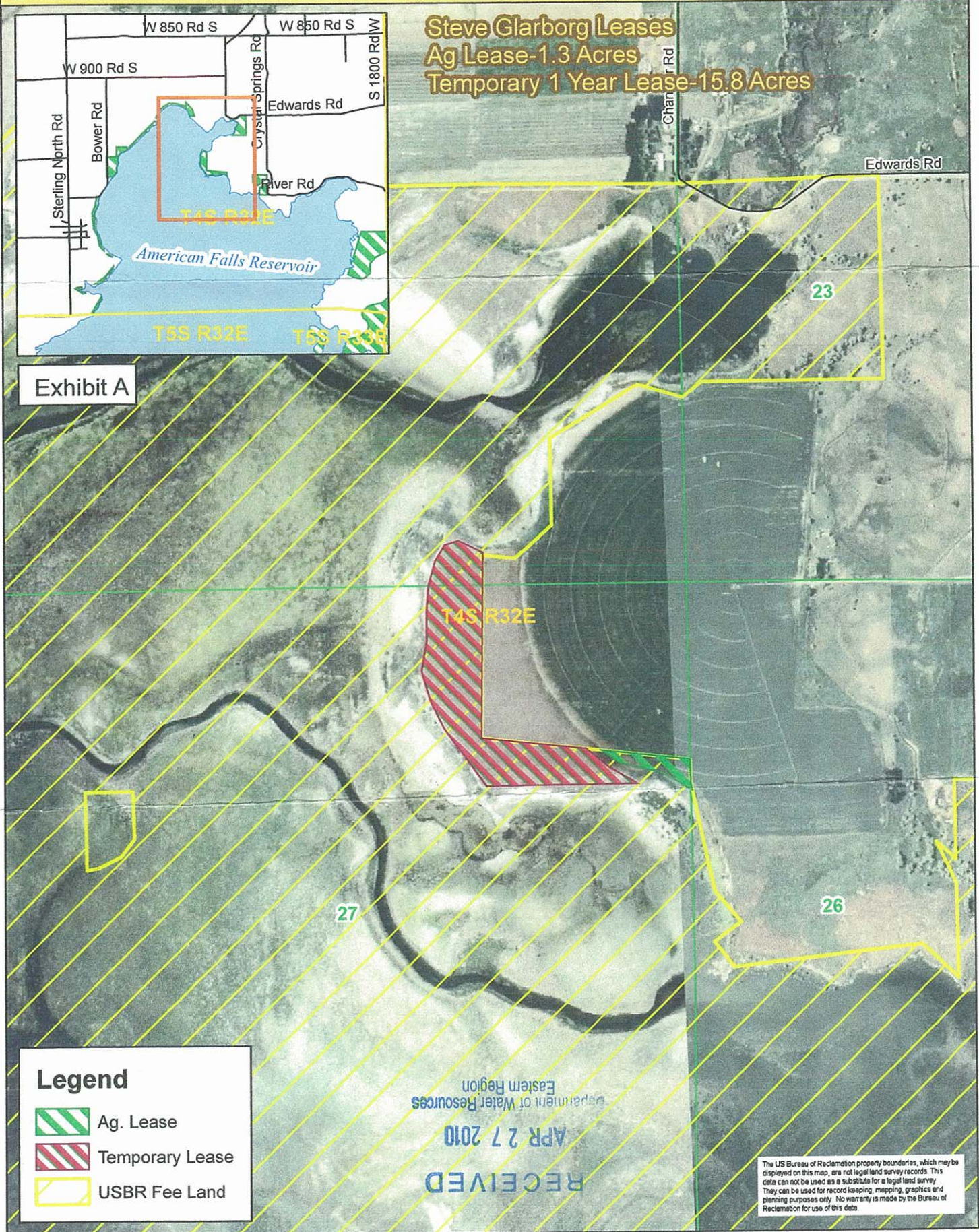
Attention: Denise Kidman

525-7177



Exhibit A

Steve Glarborg Leases
Ag Lease-1.3 Acres
Temporary 1 Year Lease-15.8 Acres



Legend

-  Ag. Lease
-  Temporary Lease
-  USBR Fee Land

RECEIVED
APR 27 2010
Department of Water Resources
Eastern Region

The US Bureau of Reclamation property boundaries, which may be displayed on this map, are not legal land survey records. This data can not be used as a substitute for a legal land survey. They can be used for record keeping, mapping, graphics and planning purposes only. No warranty is made by the Bureau of Reclamation for use of this data.

WA

Idaho Department of Water Resources Receipt

Receipt ID: C087758

Payment Amount	\$225.00	Date Received	11/21/08 2:05	Region	STATE
Payment Type	Check	Check Number	6053		
Payer	BAKER & HARRIS				

Comments Ownership Change for
Glarborg 35-7348, 35-2012A, 35-39
Inskeep 35-2012A, 35-39

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$225.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155

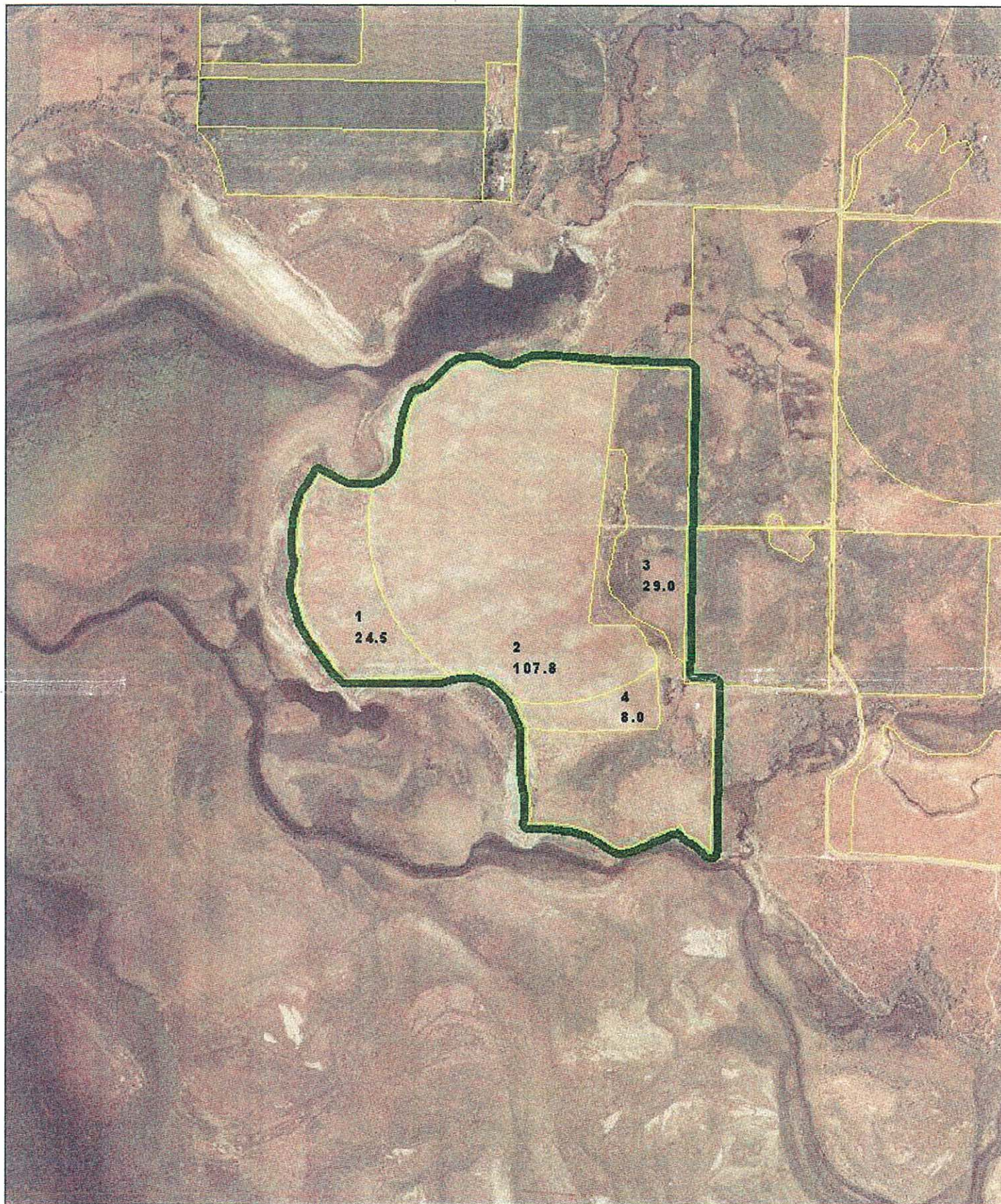
SR7

Signature Line (Department Representative)

RECEIVED

MAY 04 2009

Department of Water Resources
Eastern Region

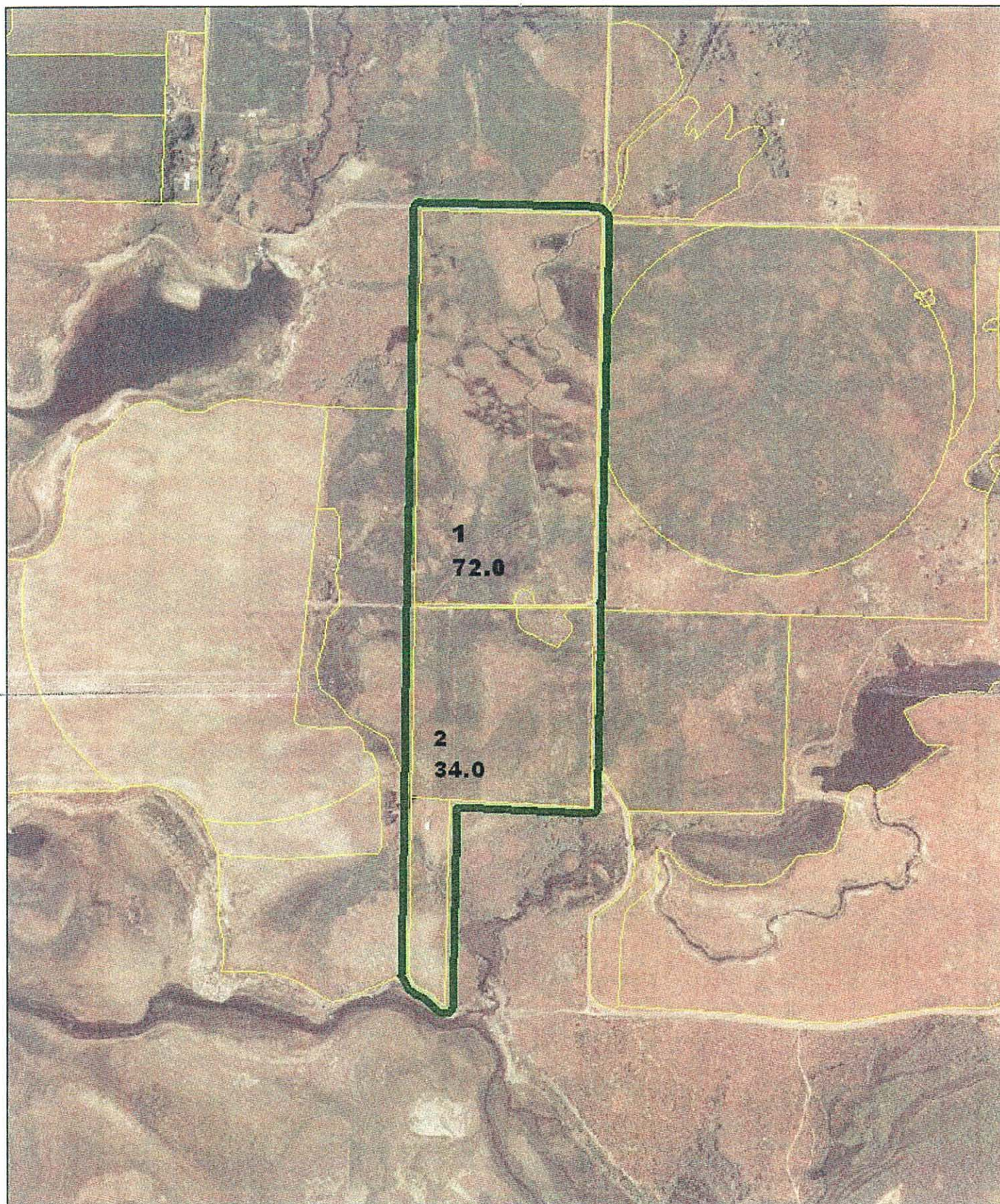


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Tract 26144
Bingham County

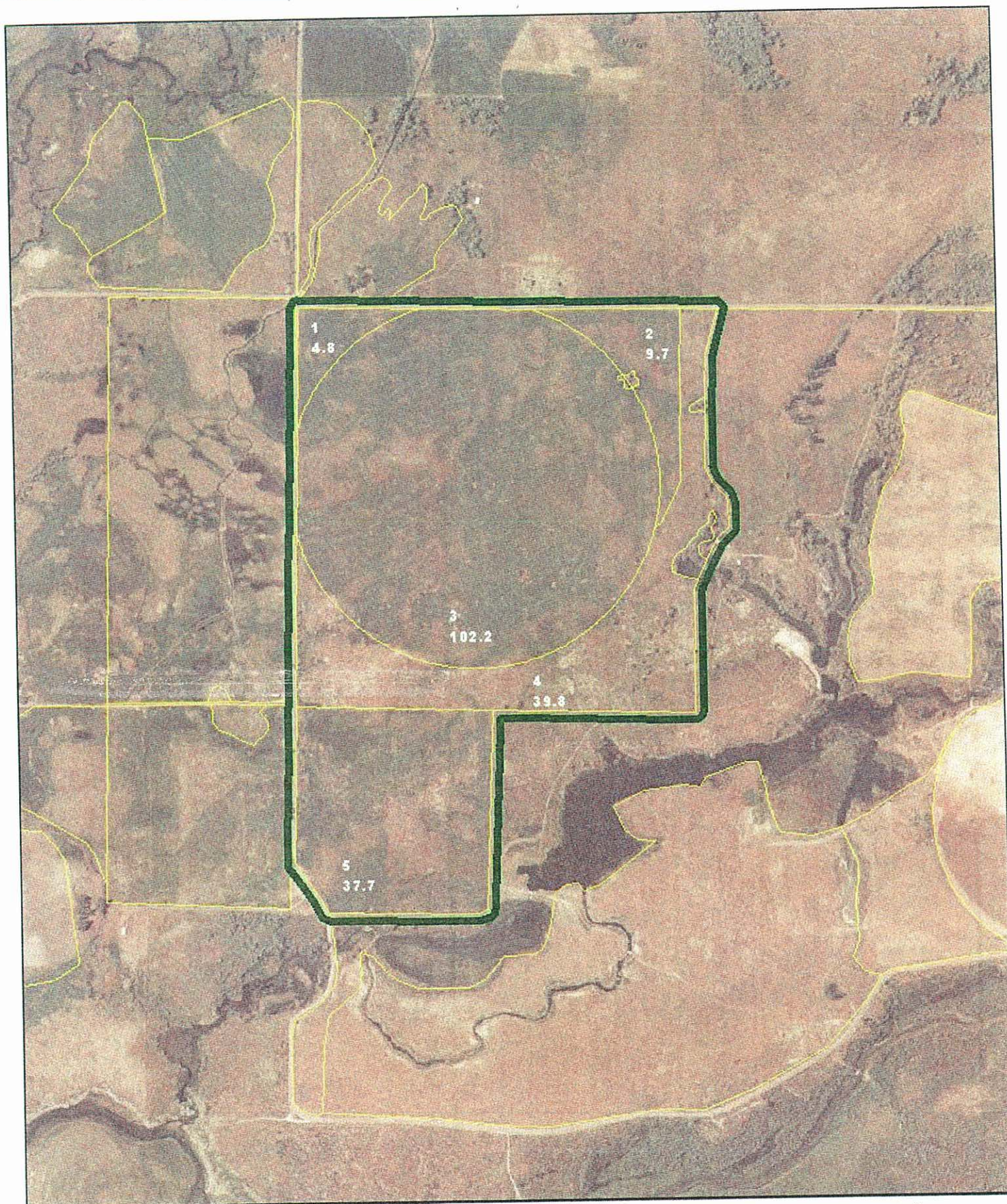
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Map Printed June 16, 2008



Farm 4970
T26145
J19



Farm 4970
Tract 24616
J19

0.08 0 0.08 0.16 0.24 0.32 Miles



Map Printed: Aug 9, 2004