



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Lower Snake River District
Boise Field Office
3948 Development Avenue
Boise, Idaho 83705-5389

In Reply Refer To:

Mr. Owen Orndorff
Junayo Ranch Limited Partnership
Suit 230
1087 River Street
Boise, ID 83702

Dear Owen:

I finally got this Cooperative Agreement back from Andy. He had forgotten he needed to get the other signatures and had just filed it. Anyhow, go ahead and sign this thing and ship it back to me. I will get the last signature on it and ship you back a copy. Thanks.

Sincerely,

RECEIVED JUN 7 1998
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COOPERATIVE WILDLIFE HABITAT-FARMING
DEVELOPMENT AGREEMENT

This AGREEMENT, entered into this 15th day of April, 1998, by and between the Idaho Department of Fish and Game, acting by and through its Director, hereinafter referred to as the Department and Bureau of Land Management, acting by and through its District Manager, hereinafter referred to as BLM, and Owen Orndorff of Junayo Ranch Company, Idaho, hereinafter referred to as LESSEE.
WITNESSETH:

WHEREAS, the Department and BLM have entered into a cooperative agreement under the authority of the Sikes Act (Public Law 93-452) on those lands described as follows:

Public Lands: T. 2 S., R. 4 W., Section 23, NW¼, and T. 2S., R. 3W., Section 19, N½ NW¼.

Private Lands: T. 2 S., R. 4 W., Section 23, NW¼SW¼.

WHEREAS, the Department and BLM desire to have portions of the above-described lands farmed to produce wildlife habitat.

WHEREAS, LESSEE is willing, capable and desires to farm said lands and to comply with the promises herein contained.

NOW, THEREFORE, the parties to this agreement in consideration of the mutual covenants and agreements herein contained and for the advantages and mutual benefits accruing under this agreement to each of them, hereby covenant, contract and agree:

The term length of this agreement shall begin April , 1991 and end April , 2009.

LESSEE agrees to do the following:

1. To farm/graze approximately 125 acres of the above-described lands, as shown in Attachment A & B according to the following farming schedule:

Normal Crop Rotation.

Also:

a) Maintain all existing and future reservoirs, ponds, dikes, nesting islands, and other facilities in good condition. b) Maintain the water level in all reservoirs and ponds at or near capacity (dependant upon water availability in Macks Creek) from March 1 through July 15 of each year in order to provide habitat for waterfowl nesting and brood-rearing. c) Graze livestock only during the fall/winter period annually within the unfenced portion and, at most, every third year within the fenced (excluded) portion of the wildlife habitat area within Section 23. d) Provide at least half the cost of construction/development of any additional habitat management facilities/improvements approved during the period of this agreement.

2. In exchange for the above farm production values received, to provide 5 acres of irrigated permanent wildlife habitat as shown in attachment A.

3. To maintain wildlife habitat areas and any food patches in good condition as shown in attachment A.

4. In those years that grain is grown, an unharvested strip of grain shall be left throughout the winter in such amounts and locations as shown in attachment N/A, item N/A.

5. In those years that grain is grown, N/A acres of stuble or stubble mulch will be left as shown in attachment N/A, item N/A.

6. To till and in all respects cultivate the farmland of the above-described premises during the term of this lease in a good and farmlike manner and agree to pay all costs associated with the farming operation of these lands.

7. To maintain all existing ditches, canals, laterals, and sprinkling systems in such condition as to provide for maximum flow of waters therein.

8. To use only pesticides and herbicides which have been approved beforehand by the Department and BLM, and to use these in such a manner as to not damage wildlife habitat and still effectively control noxious weeds in areas as shown in attachment A.

9. To maintain all fences and not to graze any grain stubble or any excluded wildlife habitat and to immediately remove any trespass livestock from said lands as shown in attachment A.

10. To not assign this agreement without written permission from the Department or BLM.

11. To immediately notify BLM of any wildlife on the agreement area or adjacent BLM lands.

12. To indemnify, save harmless and defend the Department and BLM from any and all liability, claims, loss, cost, damage or expenses arising by reason of any personal injury including death to any person or damage to any property of whatsoever ownership occurring on the hereinabove described lands and arising in connection his use or occupation thereof.

It is mutually agreed and understood by LESSEE, the Department and BLM that:

1. Any personnel of the Department or BLM shall have the right to enter on and pass across the hereinabove described lands at any time and that at no time shall the public in general be excluded from the lands as shown in attachment A for the purposes of lawful hunting or other recreational purposes which do not conflict with the wildlife habitat-farming development.

2. This agreement may be terminated or cancelled due to noncompliance with the terms of this agreement or to a reclassification of BLM lands on attachment A as a result of a change in national need. Any noncompliance as determined by the Department Director and BLM District Manager or their duly authorized agents will be just cause for cancellation or termination of all provisions of this agreement and trespass action may be taken by BLM.

3. If LESSEE defaults on this agreement, LESSEE will rehabilitate, at his own expense, all public lands used for irrigated agricultural crops. The lands must be seeded to a mixture of perennial grasses, forbs and shrubs specified by the BLM District Manager.

4. The law of the landlord and tenant as construed by the courts of the State of Idaho shall apply to this agreement and than any strip or waste committed by LESSEE shall void this agreement upon the option of the Department and BLM.

5. This agreement may be reviewed by all parties annually prior to the use season. The terms of this agreement may be amended by mutual consent of all parties hereto. Any mutually accepted changes will be drafted by the Department, signed by all parties and attached hereto and will become legal and binding parts of the agreement.

6. Idaho Code, Section, 36-1604--Limitation of Liability of Landowner--will apply to the land herein described (see attached).

7. This agreement and all of the terms and covenants hereof shall not enure to the benefit of and be binding upon the heirs, assigns, or otehr successors in the interest of the respective parties hereto during the pendency of the Cooperative Wildlife Habitat-Farming Development Agreement on above mentioned lands.

8. All Federal lands involved in this agreement will not be subject to any Federal subsidized program, either direct or indirect, including but not limited to set-aside, soil bank, ASCS cost sharing; nor will Federal acreage be used in determining "normal crop acreage" (NCA), unless mutually agreed upon by LESSEE, BLM and the Department.

9. The measured boundaries and/or acreages to in attachment A are approximate and do not prohibit subsequent adjustments of said measurements upon legal survey; provided, however, such adjustments will not alter previously established acreage ratios between irrigated wildlife habitat and crop land as enumerated, herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the last date written below.

DEPARTMENT OF FISH AND GAME

By [Signature]
Regional Supervisor

Date: 6/16/98

BUREAU OF LAND MANAGEMENT

By _____
District Manager

Date: _____

LESSEE:

[Signature]

Date: 6/26/98

Approved as to content and form.

Deputy Attorney General

Date: _____

Amendment to the Macks Creek Cooperative Wildlife Habitat - Farming Agreement

Mr. Orndorff agrees to:

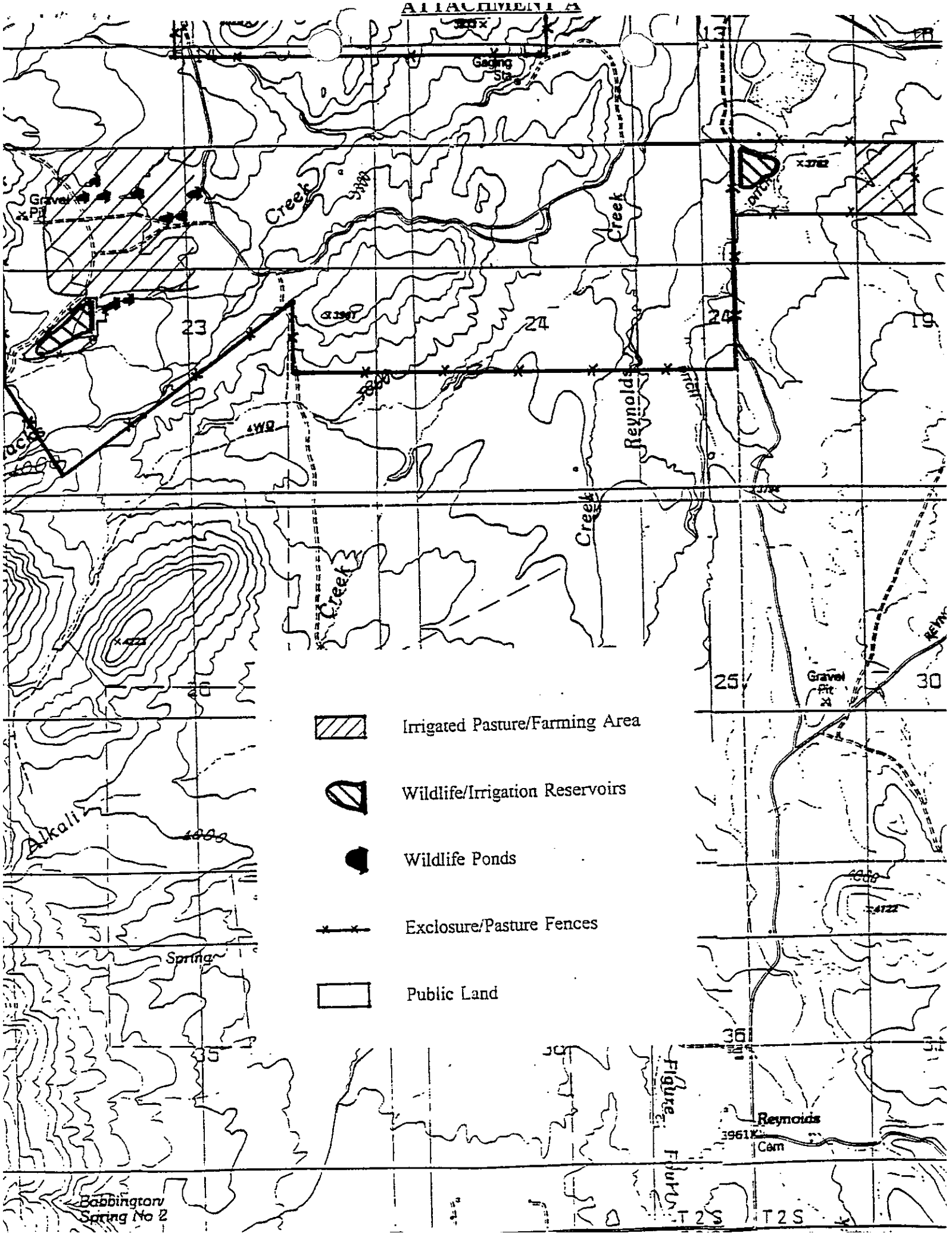
1. Maintain all existing and future seedings, dikes, impoundments, nesting islands, fences and other management facilities in good condition.
2. Maintain the water level in all impoundments at or near capacity (dependant upon the availability of water in Macks Creek) from March 1 through July 15 of each year in order to provide habitat for waterfowl nesting and brood-rearing.
3. Graze livestock only during the fall and winter within the unfenced portion and every third year within the fenced portion of the wildlife habitat area in Section 23.
4. Contribute at least fifty percent of the cost of developing any future management facilities/habitat improvements. Contributions may be in the form of materials, equipment, labor or contracting costs.
8. Leave a 30 foot buffer zone around all spring/meadow areas within the farmed areas as stipulated in the Cultural Resources Clearance Worksheet.

The BLM agrees to:

1. Provide approximately 125 acres of public land for this cooperative agreement.
2. Contribute up to fifty percent of the cost of developing any future management facilities/habitat improvements.
3. Provide personnel to administer and monitor this agreement.

The Idaho Department of Fish and Game agrees to:

1. Contribute up to twenty five percent of the cost of developing selected future management facilities/habitat improvements.
2. Provide personnel to administer and monitor this cooperative agreement.



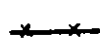
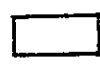
-  Irrigated Pasture/Farming Area
-  Wildlife/Irrigation Reservoirs
-  Wildlife Ponds
-  Exclosure/Pasture Fences
-  Public Land

Figure 1