

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

RECEIVED
MAY 30 2003

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

Department of Water Resources

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
35-38C					
35-38D					
35-42 (already done)					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$75⁰⁰ PAID - THANK YOU.**
- 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 usually attached to your deed or on file with the county).

OR

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 **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**.

3. Name and Address of Former Owner/Claimant(s) DUCK CREEK GRAZING LLC
646 HWY 91
FIRTH ID 83236
4. New Owner/Claimant(s) VAUGHN M. & OR CINDY R. WOOD
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 129 E 200 N
- City, State and ZIP Code BLACKFOOT ID 83221
- New Telephone Number (208) 782 - 0459
5. Date you acquired the property NOVEMBER 27, 2002

SUPPORT DATA

IN FILE # 35-38C

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Vaughn Wood

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.

For Office Use Only

Received by JCDate 5.7.03Fee \$15⁰⁰ (\$25⁰⁰ x 3)Receipted by JCDate 5.7.03Receipt No. E028735

Processed by _____

AJ

Date _____

WR _____

Date _____

519684

WARRANTY DEED

2002 NOV 27 PM 4:30

Order No.:3020003589-J

FOR VALUE RECEIVED

RECORDED AT THE REQUEST OF
Blaine County Recorder Corp.

Duck Creek Grazing, LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Vaughn M. Wood and Cindy R. Wood, husband and wife

whose current address is

1616 W 700 N Blackfoot ID 83221

the grantee(s), the following described premises, in Blaine County, Idaho, TO WIT:

PARCEL I:

A portion of the SE $\frac{1}{4}$ of Section 21, Township 4 South, Range 32 East, Boise Meridian, Blaine County, Idaho, described as:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ and beginning at the Southwest corner of the Southeast Quarter and running thence along the South boundary line South 89°56' East 589.7 feet; thence North 39°08' East 109.3 feet to a point 40 rods East and 84.8 feet North of the Southwest corner, thence North 575.2 feet; thence East 40 rods; thence North 40 rods; thence West 80 rods; thence South 80 rods to the Point of Beginning.

660' 660' 1320' 1320'
ALSO: A portion of Section 21, Township 4 South, Range 32 East, Boise Meridian, Blaine County, Idaho, described as: E $\frac{1}{2}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM: Beginning at a point on the East line that is South 0°03' West 192.8 feet from the East Quarter corner of said Section 21, and running thence South 0°03' West along the East Boundary line of said Section 21, 185.00 feet, more or less, to the witness corner; thence North 89°21' West 347.1 feet to a point; thence North 62°26' East 391.3 feet, more or less to the Point of Beginning.

ALSO EXCEPTING: Beginning at a point that is 860.8 feet South of the East Quarter corner of said Section 21; and running thence South along the East boundary line of said Section 21, 1796.4 feet, more or less, to the South line of said Section 21; thence West 1317.1 feet, more or less, to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 524.4 feet; thence North 68°47' East 77.6 feet; thence North 45°06' East 1760.3 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: The right of way for the Salmon River Railroad.

ALSO EXCEPTING THEREFROM: Any Mobile Home.

ALSO EXCEPTING THEREFROM: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 21, Township 4 South, Range 32 East, Boise Meridian, Blaine County, Idaho, described as:

Beginning at point that is North 0°02'57" East 2655.23 feet along the section line to the W $\frac{1}{4}$ corner and North 89°57'22" East 2605.34 feet along the East West center of section to the Northwest corner of the SE $\frac{1}{4}$ from the Southwest corner of said Section 21 and running thence North 89°57'22" East 300 feet along the North line of the SE $\frac{1}{4}$; thence South 0°34'53" West 220.00 feet parallel with the West line of said SE $\frac{1}{4}$; thence South 89°57'22" West 300.00 feet parallel with the North line of said SE $\frac{1}{4}$ to the West line of the SE $\frac{1}{4}$; thence North 0°34'53" East 220.00 feet along the West line of the SE $\frac{1}{4}$ to the Point of Beginning.

Shape
35-38C

N/A

Added
back as
part of
parcel II

PARCEL II:

TOGETHER WITH a 50-foot Access Easement along the North side of the following described parcel:

Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 21, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at point that is North 0°02'57" East 2655.23 feet along the section line to the W $\frac{1}{4}$ corner and North 89°57'22" East 2605.34 feet along the East West center of section to the Northwest corner of the SE $\frac{1}{4}$ from the Southwest corner of said Section 21 and running thence North 89°57'22" East 300 feet along the North line of the SE $\frac{1}{4}$; thence South 0°34'53" West 220.00 feet parallel with the West line of said SE $\frac{1}{4}$; thence South 89°57'22" West 300.00 feet parallel with the North line of said SE $\frac{1}{4}$ to the West line of the SE $\frac{1}{4}$; thence North 0°34'53" East 220.00 feet along the West line of the SE $\frac{1}{4}$ to the Point of Beginning. +

PARCEL III:

A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 4 South, Range 32, East Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the West Boundary line of said Section 22, 377.8 feet South of the West Quarter corner of said Section to the Point of Beginning; and running thence South 0°03' West 482.8 feet along said West Boundary line; thence North 44°31' East 817.00 feet; thence South 71°55' West a distance of 377.1 feet to a point; thence North 85°22' West 213.6 feet, more or less, to the Point of Beginning. +

ALSO: Beginning at the West Quarter corner of Section 22, Township 4 South, Range 32, East Boise Meridian, Bingham County, Idaho, and running thence South 0°03' West along the West Boundary line of said Section 22, 192.8 feet, more or less, to a witness corner; thence South 65°06' East 115.5 feet to a point; thence North 68°49' East 587.8 feet to a point; thence North 28°18' East 36.9 feet to a point in the North line of the Southwest Quarter of said Section 22; thence South 89°43' West along the North line 670.1 feet to the Point of Beginning. N/K

PARCEL IV:

~~Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho~~
~~Section 22: NW $\frac{1}{4}$~~

EXCEPTING THEREFROM: The Railroad parcel as described in Warranty Deed recorded November 6, 1909, in Book 14 on Page 40 as No. 29150.

ALSO EXCEPTING THEREFROM: Commencing at the W $\frac{1}{4}$ corner of said Section 22, thence North 89°50' East 670.1 feet along the East and West center line of said Section 22, being the Point of Beginning; thence North 27°55' East 418.7 feet; thence North 45°25' East 477.3 feet; thence North 62°06' East 384.7 feet; thence South 84°38' East 532.3 feet; thence South 71°21' East 592.5 feet to a Point on the North and South center line of said Section 22; thence South 00°06' East along the East line of said NW $\frac{1}{4}$, 640 feet, more or less, to the SE corner of said NW $\frac{1}{4}$; thence South 89°46' West along the South line of said NW $\frac{1}{4}$, 1968.5 feet to the Point of Beginning. +

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Duck Creek Grazing, LLC

BY:

Jeff Stieglitz managing member

BY:

Gene Hodges, Managing Member

STATE IDAHO
COUNTY OF BONNEVILLE ss

On this 25 day of NOV. 2002, before me,
the undersigned, a Notary Public in and for the State of Idaho,
personally appeared Gene Hodges and Jeff Stieglitz, known to
me to be a member of Duck Creek Grazing, LLC, and the
member who subscribed said limited liability company's name to
the foregoing instrument on behalf of said company, and
acknowledged to me such company executed the same.

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

and for said state, personally

instrument, and acknowledged

the day and year first above

Notary of Idaho

Denise M. Croft
Notary Public for the State of Idaho
Residing at:
My Commission Expires:

Long in Bonneville County
Commission Expires 2-27-



519684

OCT 27 2003

Department of Water Resources

Contract No. 3-07-14-LA405

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT – IDAHO

LEASE OF LAND FOR AGRICULTURAL AND GRAZING PURPOSES

THIS LEASE, made this 1st day of MARCH, 2003, 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 **Vaughn Wood**, 129 East 200 North, Blackfoot, Idaho 83221, 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 **grazing** purposes, the following-described premises in the State of Idaho, to wit:

Township 4 South, Range 32 East, Boise Meridian

Section 21 A portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 28 A portion of the W $\frac{1}{2}$ NE $\frac{1}{4}$

(see attached map – 23.5 acres irrigated grazing)

AMERICAN FALLS DIVISION

containing 23.5 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.

(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) **Grazing will only be permitted during the period from APRIL 15th to OCTOBER 15th on native range.**

(i) The tracts will be inspected annually by the Contracting Officer, or his designee, and the Lessee. This inspection will determine the carrying capacity of the land for the next year and a fee adjustment can be made if a large change is made in the carrying capacity.

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

(k) 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 premises described shall be for the period two (2) years, inclusive, unless sooner terminated as hereinafter provided.

6. Rental charges – As per our agreement for your assistance to the Bureau of Reclamation in the re-seeding of the premises (previously cultivated agriculture – use being changed to grazing), the Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$200.00 (lease amount for the 2003 and 2004 seasons), receipt hereby acknowledged, for the period beginning March 1, 2003 and ending February 28, 2005.

7. 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.

8. All grain stubble will be left standing in the field over the winter – no burning of stubble is allowed.

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

(a) **Not more than forty-seven (47) animal unit months of grazing shall be permitted during the period April 15th – October 15th on the irrigated pasture.**

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

(c) 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.

(d) No waste shall be committed.

(e) 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.

(f) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also to remove or to permit the removal of the same from the leased premises.

(g) 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.

(h) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the lease premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. **Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, 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.

(i) 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.

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

(k) 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).

(l) 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.

(m) **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.**

10. 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 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.

11. 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.

12. 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.

(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.

13. 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.

14. 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 16 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 15 (c) or Article 15 (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.

If this lease is terminated under Article 15 (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.

15. 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:

Area Manager
Snake River Area Office – East
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

(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 Area Manager and Steve Glarborg and/or Ronald Inskeep, 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 15 (a) above.

16. 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.

17. 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.

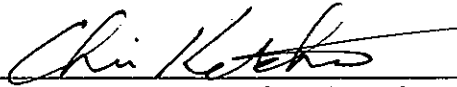
18. Hold Harmless Clause – The Lessee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Lessee's activities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

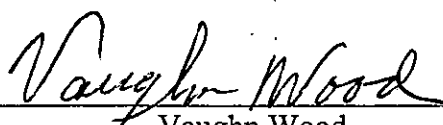
19. Severability – Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective 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.

20. 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 
Vaughn Wood

Address 129 E. 200 N.
BLACKFOOT, ID. 83221

Phone: (home) 208 782 0459 (cell) 208 684-1116

Stieglitz, J.
Wood, V.

16

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Daniel's
Creek

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2

28



35-38C

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Information Search (WR/AJ)

B.	S...	S...	V	Source Table	Basis	Status	Priority Date	Di...	Source List	Water Use ...	Owner List
35	38			wrAdjudication...		See Rem...	1885-04-30	11...	DANILSON SP...	IRRIGATION	
35	38			wrWaterRight	Decreed	Active	1885-04-30	11...	DANILSON SP...	IRRIGATION	STUFFLEBEAM, W G (Current)
35	38	B	1	wrAdjudication...	Decreed	Closed	1885-04-30	0.80	DANIELSON C...	IRRIGATION	HOUGHLAND, BONNIE (Current)
35	38	B		wrWaterRight	Decreed	Active	1885-04-30	0.80	DANIELSON C...	IRRIGATION	HOUGHLAND, BONNIE (Current)
35	38	C		wrAdjudication...	Decreed	Closed	1885-04-30	0.24	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	C	1	wrAdjudication...	Decreed	Closed	1885-04-30	0.24	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	C		wrWaterRight	Decreed	Active	1885-04-30	0.24	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D		wrAdjudication...	Decreed	Closed	1885-04-30	2.16	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D	1	wrAdjudication...	Decreed	Closed	1885-04-30	2.16	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D		wrWaterRight	Decreed	Active	1885-04-30	2.16	UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	F		wrAdjudication...	Decreed	Active	1885-04-30	3.20	DANILSON SP...	IRRIGATION	DRISCOLL, ANDRA (Current); DF
35	38	F	1	wrAdjudication...	Decreed	Active	1885-04-30	2.86	DANIELSON C...	IRRIGATION	DRISCOLL, ANDRA (Current); DF

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\$25 fee Paid

nothing on deed for sec. 28

Phoned Vaughn Wood - he will send BLM permit to support sec. 28. Kari Lynn 10.23.03

35-38D

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Information Search (WR/AJ)

B	S...	S...	V	Source Table	Basis	Status	Priority	Date	Di...	Source List	Water Use ...	Owner List
35	38			wrAdjudication...		See Rem...	1885-04-30	11		DANILSON SP...	IRRIGATION	
35	38	B	1	wrWaterRight	Decreed	Active	1885-04-30	11		DANILSON SP...	IRRIGATION	STUFFLEBEAM, W G (Current)
35	38	B		wrAdjudication...	Decreed	Closed	1885-04-30	0.80		DANIELSON C...	IRRIGATION	HOUGHLAND, BONNIE (Current)
35	38	C		wrWaterRight	Decreed	Active	1885-04-30	0.80		DANIELSON C...	IRRIGATION	HOUGHLAND, BONNIE (Current)
35	38	C	1	wrAdjudication...	Decreed	Closed	1885-04-30	0.24		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	C		wrWaterRight	Decreed	Closed	1885-04-30	0.24		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D		wrAdjudication...	Decreed	Active	1885-04-30	0.24		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D	1	wrWaterRight	Decreed	Closed	1885-04-30	2.16		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D		wrAdjudication...	Decreed	Closed	1885-04-30	2.16		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	D		wrWaterRight	Decreed	Active	1885-04-30	2.16		UNNAMED ST...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	F		wrAdjudication...	Decreed	Active	1885-04-30	3.20		DANILSON SP...	IRRIGATION	PARSONS, LYNN (Current); PAR:
35	38	F	1	wrWaterRight	Decreed	Active	1885-04-30	2.86		DANIELSON C...	IRRIGATION	DRISCOLL, ANDRA (Current); DF
												DRISCOLL, ANDRA (Current); DF

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\$25 fee paid
 nothing on deed for Sec. 28