

Keen, Shelley

From: Rob Harris [rharris@holdenlegal.com]
Sent: Monday, August 04, 2008 8:47 AM
To: Keen, Shelley
Cc: Carlsen, Ernie
Subject: Request to Amend License No. 22-7397

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AUG 04 2008

DEPARTMENT OF WATER RESOURCES

Attachments: Mortgage.pdf; Well.Serial.Numbers.pdf; Well.Photo.Labeled.pdf; Well.Photo.pdf; Church.Lease.pdf

Shelley:

Attached are documents you requested regarding our request to relicense 22-7397. Generally speaking, the documents are being provided to demonstrate that the well and booster pump were in place in before July 21, 1983, when Mr. Harris submitted proof of beneficial use.

The document labeled "Mortgatge.pdf" is a copy of a mortgage Mr. Harris entered into with the Federal Land Bank on August 24, 1982. The mortgage document described the Harris property and "Together with a 200 HP G.E. electric motor, with an Aurora turbine pump, and a 60 HP U.S. electric motor, with an Aurora centrifugal pump, and any replacements thereof, all of which are hereby declared to be appurtenant thereto." As we have stated before, the pumps were installed in 1982, and the mortgage specifically identified the pumps as being subject to the mortgage because they were already appurtenant to the property.

In addition, we have attached a document labeled "Well.Serial.Numbers.pdf," which is contained the water rights backfile for 22-7397. The serial numbers for both the GE well and booster pump start with "82." The 82 correlates to 1982, the date when the pumps were manufactured. To assist you with understanding the layout of the pumps, attached are documents labeled "Well.Photo.pdf" and "Well.Photo.Labeled.pdf." The well photo was taken from the water rights backfile, and is in color. The labeled photo contains our handwritten labels identifying the GE pump and the booster. As you can see from the color photo, the color of the paint for the pipes from both the GE well and the booster pumps is the same. This supports Mr. Harris's contention that they were installed at the same time.

Lastly, we have included a copy of the first lease Mr. Harris entered into with the LDS Church. The first year Mr. Harris leased the property was in 1985, not 1986 as he stated in his affidavit. After reviewing the lease, Mr. Harris remembered that he did not sign the lease until late in the crop year (August 8, 1985), and thought the lease was for the following year (1986). He now remembers that there was some delay with the LDS Church getting him the lease document for signature, and eventually, he had to drive to Salt Lake to sign it. At the time he signed it in 1985, he was already growing crops on the property. Thus, he began leasing the property in 1985, not 1986. However, this is still three years after the pump and booster were installed.

If you have any questions regarding the attachments, please let me know. We believe the documents—and in particular, the mortgage—are very clear both the well and booster were in place in 1982, one year before proof of beneficial use was submitted by Mr. Harris. We appreciate your attention to this matter, and are hopeful that the license will amended accordingly.

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130

8/4/2008

Phone: (208) 523-0620

Fax: (208) 523-9518

E-Mail: rharris@holdenlegal.com

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8/4/2008

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 4th day
of August, 1982,

R. Layne Harris and Beverly K. Harris, husband and wife;
W. Henry Harris and Lena Harris, husband and wife; and
Danny L. Harris and Marguerite C. Harris, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage
to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Wash-
ington, hereinafter called the Mortgagee, the following described real estate in the
County of Madison, State of Idaho:

Township 6 North, Range 41 East of the Boise Meridian
Section 10: NE $\frac{1}{4}$.

Together with a 200 HP G.E. electric motor, with an Aurora turbine pump, and a 60 HP
U. S. electric motor, with an Aurora centrifugal pump, and any replacements thereof,
all of which are hereby declared to be appurtenant thereto.

AMERICAN LAND TITLE CO
P. O. BOX 732
REXBURG, IDAHO 83440

FLB 193372-3
LOAN

Recorded _____
at _____ o'clock _____
Page _____
Auditor, Clerk or Recorder _____

State of Idaho } SS 195451
County of Madison,

I hereby certify that the within instrument was

Filed Sept. 13

19 82 at 4:00 P.M. and

recorded as 195451

For 2.00

by May Lin Chawen Deputy

At the request of _____
AMERICAN LAND TITLE CO.

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DEPARTMENT OF WATER RESOURCES

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$ 255,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of September, 2007.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is agreed that this mortgage, without affecting its validity as a real estate mortgage, is also executed and shall be construed as a Security Agreement and as a Fixtures and/or Equipment Financing Statement under the Idaho Uniform Commercial Code, granting to mortgagee a security interest in the personal property collateral described herein, and in the goods described herein which are fixtures and/or equipment or are to become fixtures. In addition to the rights and remedies provided herein, mortgagee shall have all the rights and remedies granted by such code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Fixtures and/or Equipment Financing Statement, the debtors are the mortgagors, the secured party is the mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 217 North Second East, P.O. Box 157, Rexburg, ID 83440, and the mailing address of the debtors is Box 63, Newdale, ID 83436.

This mortgage secures an obligation incurred in whole or in part for the construction of an improvement on said land and the acquisition cost of said land.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Marguerite C. Harris
Beverly K. Harris
R. Layne Harris
W. Henry Harris
Lena Harris

STATE OF Idaho
County of Madison } ss.

R. Layne Harris and Beverly K. Harris,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

On August 24, 1982, before me personally appeared

Margue S. Chantill
NOTARY PUBLIC,
My Commission Expires Life

STATE OF Idaho
County of Madison } ss.

W. Henry Harris and Lena Harris,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

On August 24, 1982, before me personally appeared

Margue S. Chantill
NOTARY PUBLIC,
My Commission Expires Life

STATE OF Idaho)
) ss
County of Madison)

On this 24th day of August, 19 82, before me personally appeared
Danny L. Harris and Marguerite C. Harris, to me known to be the persons described in
and who executed the within instrument; and acknowledged that they executed the same
as their free act and deed.

Margie S. Chantill
Notary Public for the State of Idaho
Residing at Rexburg, Idaho
My commission expires Life

201-250-0-008-387 302 01 999
103-01-01937-3-0
R. L. VINE HARRIS
SSN: 528-62-5669

AUG 04 2008

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of s. DEPARTMENT OF WATER RESOURCES

Water is pumped from a static water level of 320' with 200 HP pump a 60 HP Booster is also on the mainline this combination supplies water to a 9 - 1/4 mile hand lines at 32 birds with 5 gal/min control nozzles

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well	GE	200	E75520120	AURORA	V82-70885
BOOSTER	US Motors	60	R-9520-20-127	AURORA	82 89881

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		SE	SE	NE	10	6N	41E	MADISON	USGS map

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	41E	10	40	40	40	38													158
																			158

MICROFILMED

MAR 09 1990

Do not use this space

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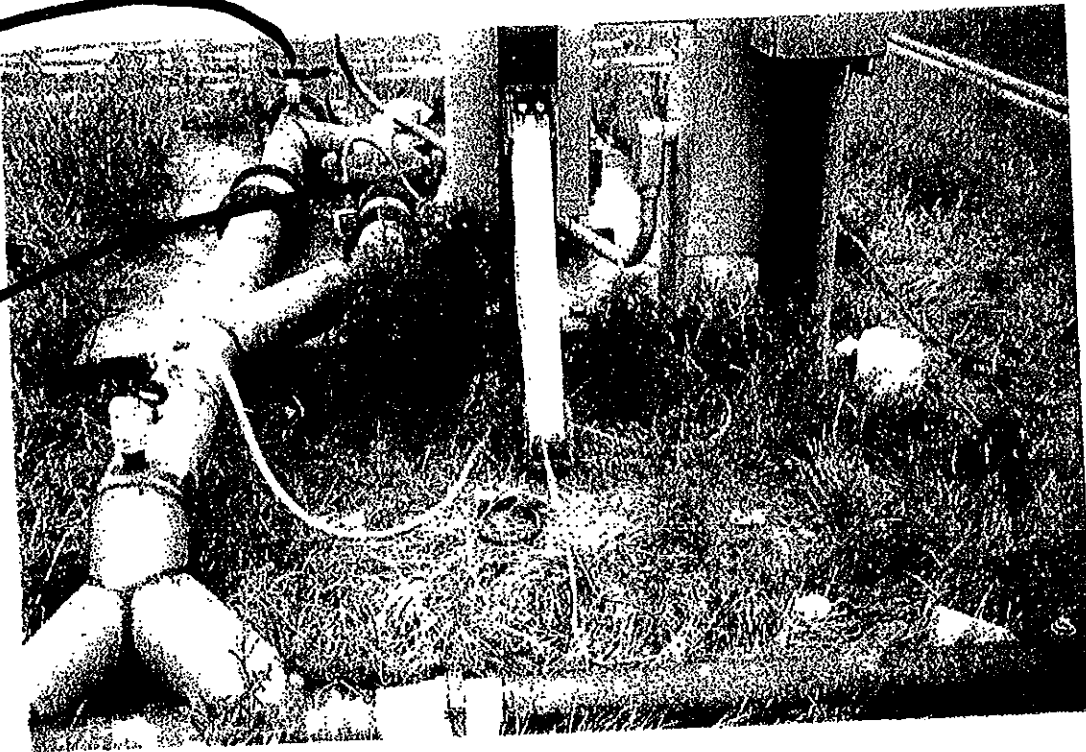
GE WELL
V82-70885

Booster (US Motors)
B2-09801



GE WELL

Booster



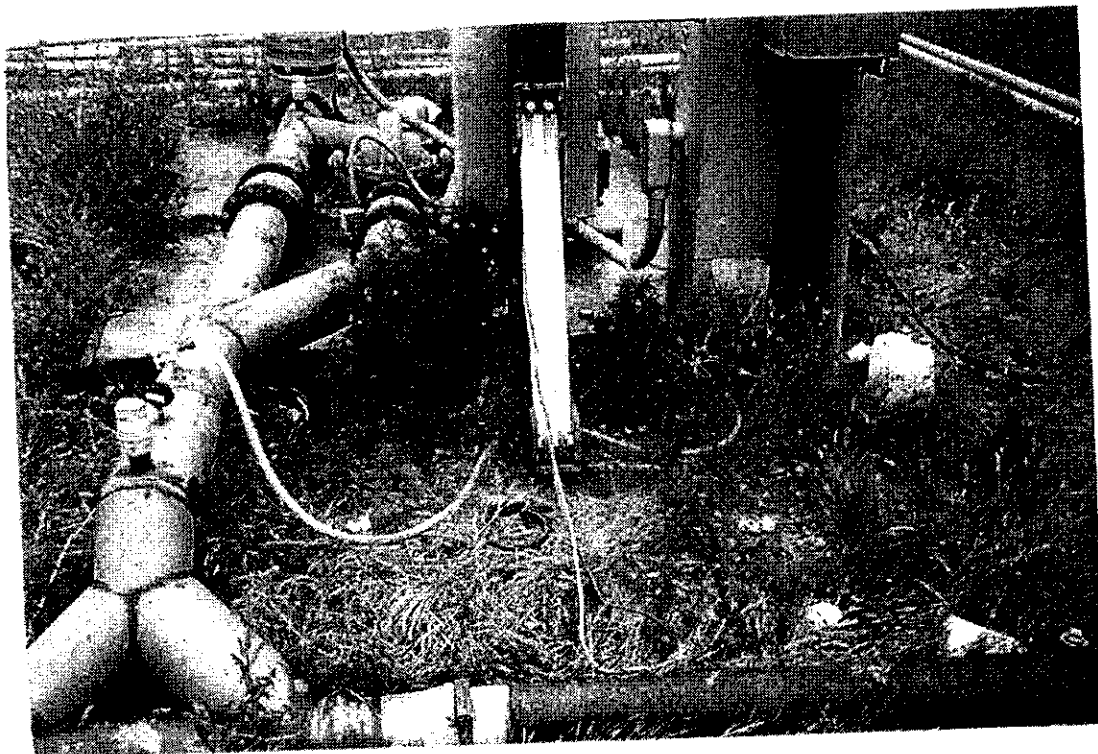
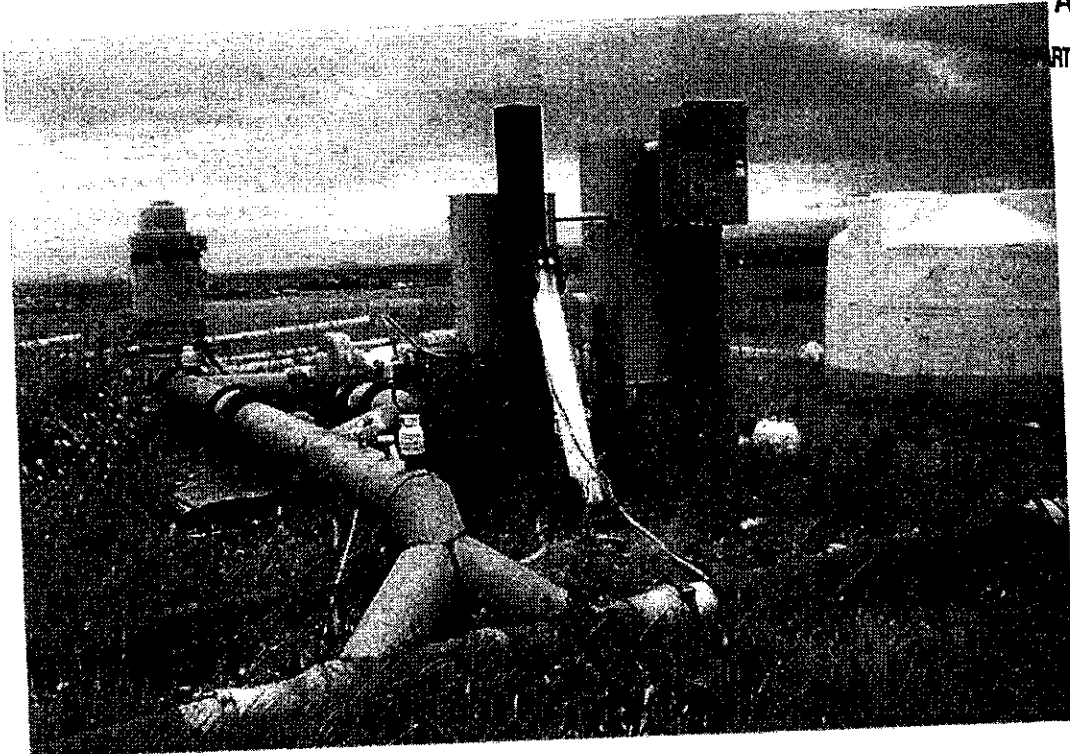
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DEPARTMENT OF WATER RESOURCES



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MAR 09 1990

22-7397

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AUG 04 2008

DEPARTMENT OF WATER RESOURCES

Reference #508-6752-50

LAND LEASE AGREEMENT

This lease entered into in duplicate this 7 day of January, 1985, between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, c/o L.D.S. Church Real Estate Division, 50 East North Temple, Salt Lake City, Utah 84150, hereinafter referred to as Landlord and Layne Harris of Newdale, Idaho hereinafter referred to as Tenant:

WITNESSETH:

A. Landlord owns a certain 96.0 acre parcel of property located 2 Miles South and 1/2 Mile East of Newdale, Idaho, and more particularly described in Exhibit A attached hereto and made a part hereof by reference, and Landlord desires to lease said property to Tenant upon the terms and conditions hereinafter specified;

B. Tenant desires to lease from Landlord the property described in Exhibit A upon the terms and conditions hereinafter specified;

THEREFORE, for and in consideration of the premises and the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. PREMISES

*3 acre farmable
Bishop Bob
Inama
Bob Inama*

Landlord hereby leases, devises and lets unto Tenant a 96.0 acre parcel of property located 2 Miles South and 1/2 Miles East of Newdale, Idaho, more particularly described in Exhibit A attached hereto and made a part hereof by reference.

2. TERM:

The term of this lease shall be for a period of 4 years commencing on January 1, 1985 and terminating on December

31, 1988.

88 acres that are farmed at \$81/a = \$7128.00
Bishop Gilbert R. Brown

3. RENT:

Tenant agrees to pay the annual rental of ~~\$7,776.00~~ in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. ~~The first half of the rent is due on June 1, 1985, and the second half is due on December 1, 1985, and thereafter on the same dates each year that this lease is in effect.~~ Rental payments shall be made to the L.D.S. Church Real Estate Division, 50 East North Temple, Salt Lake City, Utah 84150.

All due L.H.

4. USE

Tenant agrees to use the demised ground for the sole purpose of farming and for no other purpose without the prior written consent of Landlord. Tenant shall not use the demised premises nor allow the same to be used for any illegal purposes.

Tenant agrees that he will manage and farm the premises using generally accepted farming practices for the area, that he will control the noxious weeds, rodents and insects, at least to the extent that existed at the beginning of the lease. Tenant agrees to keep the soil nutrients level the same level or better than existed at the beginning of the lease.

5. ENTRY BY LANDLORD

Tenant shall permit Landlord and its agents to enter upon and inspect or show the leased premises at all reasonable times, provided that such inspection or showing shall not interfere with Tenant's use of the property.

6. CONDITION OF PREMISES

Tenant has examined and knows the condition of the leased premises and acknowledges that it has received the same in good order and repair, and that no representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition or repair, or as to the use that may be made of such property.

7. REPAIRS AND MAINTENANCE

Tenant shall pay all operating expenses and shall keep the leased premises in good order and repair. Tenant shall further comply with all Federal, State and Municipal laws, rules, regulations and ordinances with regard to the use and condition of the leased premises.

8. TAXES AND UTILITIES

Landlord shall pay all general property taxes on the leased premises and shall keep said taxes paid current throughout the term of the lease. Landlord shall pay all special assessments that may be levied against the leased premises during the term of this lease. Tenant shall be solely responsible for the payment of all other costs

related to Tenant's use of the leased premises and any and all fees, licenses, occupation or privilege taxes levied or assessed upon or with respect to the maintenance and/or use of the leased premises. Landlord is to pay for all water assessments. Tenant shall cooperate fully with Landlord in filing with governmental agencies or taxing authorities any documents that may be required in connection with the leased premises.

9. INDEMNITY

Landlord, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone, including Tenant on or off the premises, arising out of or resulting from Tenant's use or possession of, or operations on the premises whether apparent or hidden, and tenant for itself, its successors and assigns, hereby agrees to indemnify and hold harmless Landlord its agents and employees, from and against all claims, demands, liabilities, suits or actions, including all reasonable expenses and attorneys fees incurred by or imposed on Landlord in connection therewith, for such loss, damage, injury or other casualty. Tenant further agrees to pay all reasonable expenses and attorneys fees incurred by Landlord in the event that Tenant shall default under the provisions of this Paragraph.

10. INSURANCE

Tenant shall maintain a comprehensive general liability insurance policy acceptable to Landlord and to which Landlord has been added as an additional named insured applicable to the premises and the activities of Tenant thereon. A combined single limit of not less than \$500,000 per occurrence, bodily injury and property damage liability shall apply. Tenant shall maintain such liability insurance coverage during the entire term of this lease and shall furnish Landlord a certificate of insurance evidencing such insurance and providing Landlord with 30 days' prior notice of any cancellation or material change in the policy.

11. TERMINATION

Landlord reserves the right to terminate this lease upon six (6) weeks' written notice to Tenant. In the event Landlord exercises this termination right, it is understood that Landlord shall allow Tenant to retain possession of the premises following termination for a period not to exceed 30 days for the purpose of harvesting crops then growing on the premises, and should said crops not be ready for harvest within 30 days of the date of termination, Landlord and Tenant shall agree upon the fair market value of said unharvested crops, and Landlord shall pay said value to Tenant.

12. TENANT'S RIGHT TO ALTER AND IMPROVE

Tenant shall not erect or place upon the demised premises any structures, buildings, or improvements, permanent or temporary, nor alter the existing structures, if any, without the prior written consent of Landlord. Upon termination of this lease, all structures, buildings, improvements, and alterations, erected, placed, or made upon the demised premises shall, at the option of Landlord, remain and become the sole property of Landlord. Should Landlord elect not to exercise this option, Tenant shall remove all said structures, buildings, improvements and/or alterations from the demised premises.

13. EMINENT DOMAIN

If the whole or any part of the demised premises shall be taken by right of eminent domain or by a conveyance in lieu thereof, this lease shall, as to the part so taken, terminate as of the date the Condemnor takes actual possession thereof, or as of the date title shall vest in the Condemnor, whichever date occurs earlier, and, in the event of a partial taking, Tenant shall continue to pay a prorated rental on that portion of the demised premises not taken by right of eminent domain, and Tenant shall also continue to pay all other charges herein required to be paid by Tenant. If, in the judgment of either party, the area remaining after such partial taking shall not be suitable for Tenant's purposes described above, said party shall be entitled to cancel this lease by giving the other party 10 days' written notice of its intention to cancel said lease, and if said lease is so cancelled, all liability of both parties hereunder shall terminate as of the date of cancellation. Landlord shall be entitled to the proceeds received as a result of any taking by right of eminent domain or by a conveyance in lieu thereof, however nothing herein shall be deemed a waiver of the sole right of Tenant to any award for damages to it or its leasehold interest caused by such taking whether made separately or as a part of the general award.

14. DEFAULT -- REMEDIES OF LANDLORD

It is expressly understood and agreed between the parties hereto that all covenants and agreements contained in this lease are conditions to this lease and to the term hereby demised to Tenant, and if any default is made by Tenant in the payment of rent or in the performance of any other covenants or agreements hereof, such default shall be considered a breach of this lease by Tenant, and should Tenant fail to cure such default and remedy such breach within 15 days of the receipt by Tenant from Landlord of written notice thereof, then Landlord at its option, may:

- (a) Immediately terminate this lease and re-enter and regain possession of the leased premises, and Landlord shall be entitled to recover from Tenant any damages and expenses incurred by Landlord due to such breach, or

(b) Re-enter the leased premises as the agent of Tenant and without terminating this lease, re-let the premises on behalf of Tenant for the remainder of the unexpired term of this lease, applying the rent first to the payment of all expenses to which Landlord may have been put in re-entering, repossessing, and re-letting the premises, and the balance to the payment of the rent owed to Landlord by Tenant. Should such rental obtained from said re-letting be insufficient to cover the above-referenced costs plus the rental agreed to be paid by Tenant herein, Tenant agrees to pay this deficiency to Landlord. Should such rental from said re-letting be greater than that required to be paid by Tenant and should an excess remain following payment of Landlord's expenses and payment of Tenant's rental, then Landlord shall remit such excess to Tenant.

It is mutually agreed that, in the event of any breach of this lease, Landlord may pursue, at its option, either of the above remedies, or neither of them, and may pursue any other remedy and enforce any other right to which it may be by law entitled.

On termination of this lease pursuant to this Paragraph 14, all rights of Tenant in and to the premises and any crop or crops on the premises shall also terminate.

15. SURRENDER; END OF TERM

Tenant covenants that on the last day of the term or on the last day of a renewal or extension thereof, or upon termination of the lease as provided in Paragraphs 11 and 14 herein, it will peaceably and quietly leave and surrender the demised premises in as good condition as they now are, ordinary wear and tear, and alterations and improvements herein permitted, excepted.

16. HOLDING OVER

In the event Tenant shall hold over the following expiration of this lease, or following expiration of any renewal of such lease, then such hold over shall be on a month-to-month basis only, and monthly rental shall be paid on the first day of each month.

17. ATTORNEYS FEES

In the event of any action at law or in equity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the party in default covenants and agrees to pay to the non-defaulting party all costs and expenses, including reasonable attorneys fees incurred therein.

18. NOTICE

Any notice required to be given by either party under this lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered

mail, return receipt requested, in a postpaid envelope, addressed to Tenant, Layne Harris, Rt #1, Newdale, Idaho 83436, and to Landlord at Church of Jesus Christ of Latter-day Saints, Real Estate Division, 12th Floor, 50 East North Temple, Salt Lake City, Utah 84150 or such other addresses as the parties hereto shall direct in writing.

19. SUCCESSORS

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

20. WAIVERS

The waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation. Any failure of Landlord to enforce rights or seek remedies upon any default of Tenant with respect to the obligations of Tenant hereunder, or any of them, will not prejudice or affect the rights or remedies of the Landlord in the event of any subsequent default of Tenant.

21. ASSIGNMENTS, SUB-LETTING, AND ENCUMBRANCES

Tenant shall not assign this lease, or mortgage, encumber or sub-let the premises or any part thereof, and shall not allow any lien or encumbrance to be placed upon the leasehold interest hereby created or any part thereof, without the prior written consent of Landlord.

22. LANDLORD'S PERFORMANCE OF TENANT'S OBLIGATIONS

In the event Tenant shall fail to perform after demand by Landlord, Landlord shall be authorized to perform any of the obligations of Tenant under this lease. In the event Landlord shall perform any such covenants or shall make any expenditure for which Tenant is responsible, then the amount thereof, together with interest at 18% per annum and costs, may, at Landlord's election, be added to and be deemed part of the installment of rent next falling due.

23. INTEGRATION

This lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof by reference, set forth all the covenants, promises, agreements, conditions and understandings, between Landlord and Tenant concerning the demised premises, agreements, conditions, or understandings, either oral or written, between them other than are herein provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties have executed this agreement on the

8 day of Aug. , 1985.

LANDLORD:

Corporation of the Presiding Bishop of
the Church of Jesus Christ of Latter-
day Saints, a Utah corporation sole

By: _____

Irma A. Baker

Authorized Agent

RTJ

TENANT:

Kyrle ...

Social Security number: _____

[REDACTED]

EXHIBIT "A"

The North half of the Northeast quarter and the
East 32 rods of the Northeast quarter of the
Northwest quarter of Section 11, Township 6
North, Range 41 East of the Boise Meridian.