

**STARTING
LEFT
SIDE OF
FILE**

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 69-11501

Priority: August 30, 2005

Maximum Diversion Rate: 0.23 CFS

This is to certify, that STATE OF IDAHO
IDAHO FISH & GAME COMMISSION
PO BOX 25
BOISE ID 83707-0025

has applied for a permit to appropriate water from:

Source: SPRINGS

Tributary: SINKS

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
STOCKWATER	01/01 to 12/31	0.23 CFS

LOCATION OF POINTS OF DIVERSION:

SPRING NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 27, Twp 17N, Rge 05W, B.M., WASHINGTON County
SPRING NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 36, Twp 17N, Rge 05W, B.M., WASHINGTON County
SPRING NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 36, Twp 17N, Rge 05W, B.M., WASHINGTON County

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N 05W 27														X			
17N 05W 36	X			X													

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **January 01, 2007**.
2. Subject to all prior water rights.
3. Stockwater use is for 1000 range cattle.
4. This right does not grant any right-of-way or easement across the land of another.
5. This right, when considered with all other rights common to the same grazing allotment, is limited to the quantity of water beneficially used by the number of stock within the allotment.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 12th day of January, 2006.


for KARL J DREHER, Director

RECEIVED

AUG 30 2005

FORM 202
12/99WATER RESOURCES
WESTERN REGION

RECEIVED

JAN 11 2006

Ident. No. 69-11501STATE DEPARTMENT OF
WATER RESOURCES

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Idaho Fish and Game Commission Phone 334-3700
Mailing address P.O. Box 25 Boise ID 83707
2. Source of water supply Springs which is a tributary of sinks
3. Location of point of diversion is Township 17N Range 5W Sec. 27 in the NE $\frac{1}{4}$,
NW $\frac{1}{4}$, SE $\frac{1}{4}$, Govt. Lot _____, B.M., Washington County;
additional points of diversion if any: T17N R5W Sec. 36 NWNENE and NWSENE
4. Water will be used for the following purposes:
Amount 0.23 for stockwater purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum) purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum) purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum) purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum) purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.23 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Describe type and size of devices used to divert water from the source Culvert spring box to pipe to
12' x 40" x 20" metal tank (A-3 Springs)
b. Height of storage dam NA feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet
c. Proposed well diameter is NA inches; proposed depth of well is _____ feet
d. Is ground water with a temperature of greater than 85°F being sought? No
e. If well is already drilled, when? NA; Drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
a. Hydropower; show total feet of head and proposed capacity in kW. _____
b. Stockwatering; list number and kind of livestock. 1000 head of range cattle
c. Municipal; show name of municipality. _____
d. Domestic; show number of households. _____
e. Other; describe fully. _____

T17N R5W Sec 27 NENWSE = GPS Coordinate N 44 46.878 W 116 55.558
T17N R5W Sec 36 NWNENE = GPS " N 44 46.415 W 116 52.886
T17N R5W Sec 36 NWSENE = GPS " N 44 46.140 W 116 52.855

See attached maps

Points of use + pts of diversion are the same

3. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N	5W	27														5			
		36	S			S													

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. see Attachment A

11. a. Who owns the property at the point of diversion? Idaho Department of Lands

b. Who owns the land to be irrigated or place of use? Idaho Department of Lands

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: State Leases G-5058 and M-5040 (see Attachment B and C)

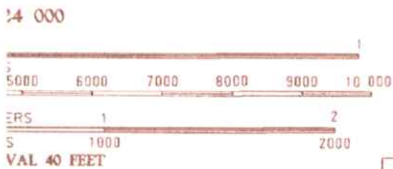
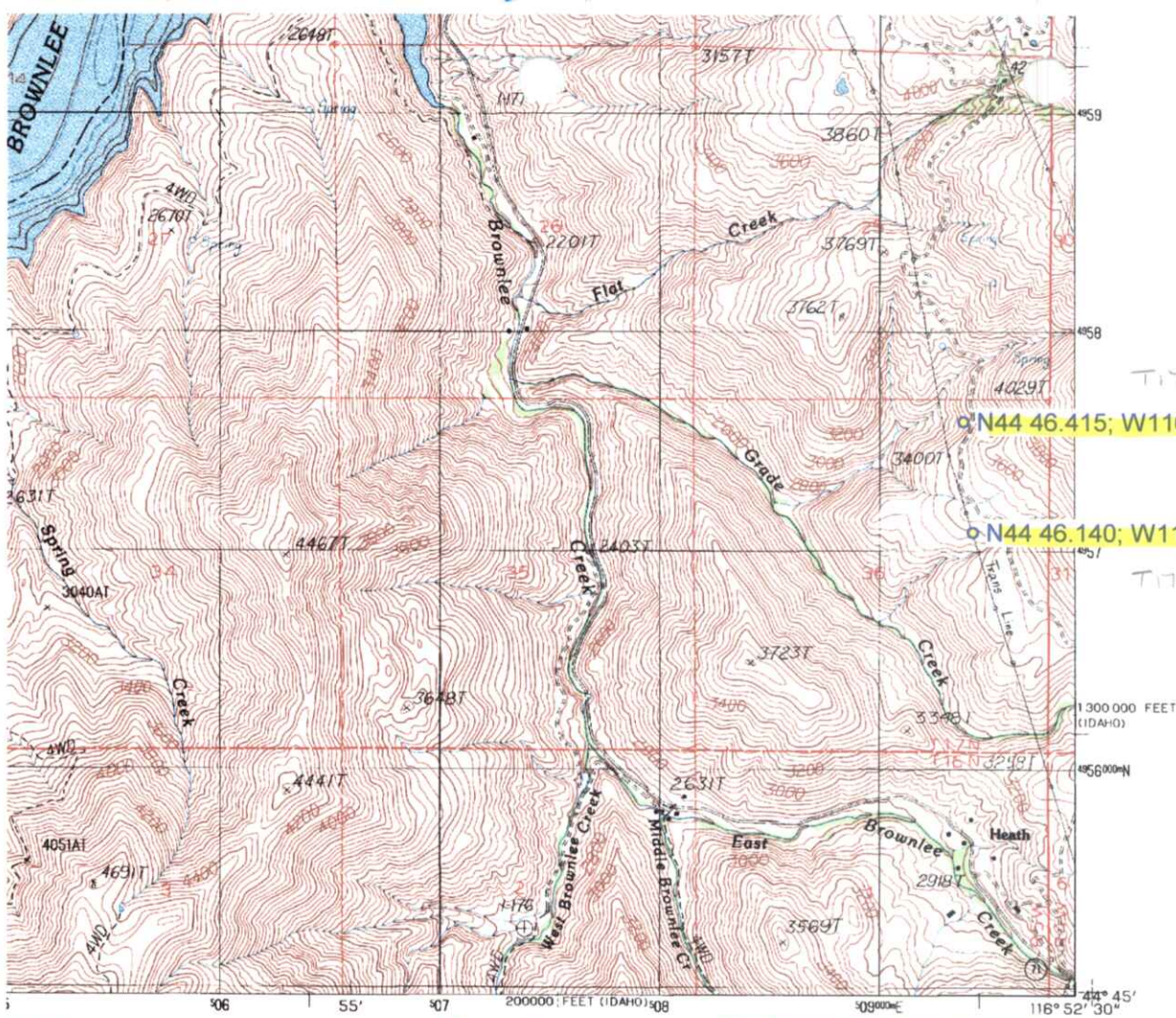
12. Remarks: Springs developed and first put to use in 1983 to provide water for 1000 head range cattle. Claim no AG-10068 describes same use as this application

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8 1/2"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

[Signature]
Signature of Applicant (and title, if applicable)
Secretary, Idaho Fish and Game Commission

Received by [Signature] Date 08/30/05 Time 10:30 am Preliminary check by [Signature]
Fee \$ 62.50 Received by [Signature] # 61033342 Date 8/30/05
Publication prepared by [Signature] Date 12-15-05 Published in VR
Publication approved [Signature] Date 1-10-06



QUADRANGLE LOCATION

1	2	3	1 Halfway
4		5	2 McLean Gulch
6	7	8	3 Osborn
			4 Pine Valley
			5 Cuddy Mountain
			6 Bearish Creek
			7 Hill Gulch
			8 Ashcroft Gulch

ADJOINING 7.5' QUADRANGLE NAMES

ROAD LEGEND

- Improved Road
- Unimproved Road
- Trail
- Interstate Route U.S. Route State Route

BROWNLEE DAM, OREGON - IDAHO PROVISIONAL EDITION 1987

44116-G8-TF-024

69-11501

Attachment A

Claims to Water Rights acquired from Michael J. and Margaret J. Hillman for stockwater use at the Andrus WMA

A69-10051	A69-00012A
A69-10052	A69-00017A
A69-10053	A69-04111
A69-10054	
A69-10055	
A69-10056	
A69-10057	
A69-10058	
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A69-10081	
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A69-10084	
A69-10085	
A69-10086	
A69-10087	
A69-10093	
A69-10094	
A69-10095	
A69-04107	

Assignment to Idaho West of Fish Home
600 South Walnut
of Boise Id 83712
 Recorded 9-20 1993

STATE OF IDAHO
 STATE LAND LEASE

LEASE NUMBER: G-5058

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Michael J. Hillman (lessee)
HC 69, Box 3900 Cambridge, ID 83610
 (Address) (City) (State) (Zip)

This lease shall commence January 1, 1991, and terminate December 31, 2000.

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

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described in attachment A at the rates and uses specified herein; grazing 8,885.09 acres containing 1,424.00 AUMs, cropland .00 acres of dryland at .00 per acre, .00 acres irrigated land at .00 per acre and 13.90 acres of wasteland at .00 per acre, miscellaneous .00 per annum, or .00 premium bid.

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

COUNTERSIGNED:

Pete T. Cenarrusa
 Secretary of the State of Idaho
Stanley F. Hamilton
 Director Department of Lands



Cecil D. Andrus
 President of the State Board of Land Commissioners
 and Governor of the State of Idaho

STATE OF IDAHO

COUNTY OF Ada

On this 21st day of November, in the year 1990, before me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

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

Residing at Boise, Idaho, Commission expires 3/26/96 Carol J. Lewis
 Notary Public for Idaho

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

Mr. Michael J. Hillman
 (lessee)

STATE OF IDAHO

Margaret J. Hillman
 (lessee)

COUNTY OF Washington

On this 22nd day of October, in the year 1990, before me, a Notary Public in and for said State, personally appeared Michael J. Hillman and Margaret J. Hillman

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

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

Residing at Cambridge, Idaho, Commission expires 11-8-93 John C. Hillman
 Notary Public for Idaho

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-5058

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ATTACHMENT A

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
WASHINGTON	109.27	LOT 7(SWSW), SESW, SWSE	6 00	16 N	4.0 W	PS
WASHINGTON	109.22	NWNW, LOT 1	7 00	16 N	4.0 W	PS
WASHINGTON	69.28	E2SW, L2	7 05	16 N	4.0 W	PS
WASHINGTON	40.00	NENE	7 10	16 N	4.0 W	PS
WASHINGTON	29.70	LOT 2 (SWNW)	18 00	16 N	4.0 W	PS
WASHINGTON	80.00	S2SE	1 00	16 N	5.0 W	PS
WASHINGTON	400.04	L 4(NWNW), SWNW, S2	2 00	16 N	5.0 W	PS
WASHINGTON	599.82	L 3(NENW) S2NW, S2	3 00	16 N	5.0 W	PS
WASHINGTON	0.00	L 1, 2(N2NE), S2NE,	3 05	16 N	5.0 W	PS
WASHINGTON	400.00	S2N2, NWSW, SESW, SE	4 00	16 N	5.0 W	PS
WASHINGTON	40.00	SENE	5 05	16 N	5.0 W	PS
WASHINGTON	280.00	NENW, SWNE, NESW, E2E2	9 05	16 N	5.0 W	PS
WASHINGTON	480.00	N2, SE	10 00	16 N	5.0 W	PS
WASHINGTON	40.00	NWNW	11 00	16 N	5.0 W	PS
WASHINGTON	240.00	N2NE, SWNE, SENW, E2SW	12 00	16 N	5.0 W	PS
WASHINGTON	320.00	S2NE, E2W2, W2SE	13 00	16 N	5.0 W	PS
WASHINGTON	120.00	NENW, S2NW	15 00	16 N	5.0 W	PS
WASHINGTON	480.00	E2, E2W2	16 05	16 N	5.0 W	PS
WASHINGTON	160.00	NENE, S2NE, SENW	21 05	16 N	5.0 W	PS
WASHINGTON	80.00	N2NE	24 00	16 N	5.0 W	PS
WASHINGTON	640.00	ALL ~~11200~~ PROPERTIES 2-1-93	16 00	17 N	3.0 W	PS
WASHINGTON	176.50	E2SW, LOTS 3, 4 (W2SW), SWSE	30 00	17 N	4.0 W	PS
WASHINGTON	245.16	NESW, LOT 3(NWSW)	31 00	17 N	4.0 W	PS
WASHINGTON	0.00	NWNE, E2NW, LOTS 1, 2 (W2NW)	31 05	17 N	4.0 W	PS
WASHINGTON	160.00	S2S2	13 00	17 N	5.0 W	PS
WASHINGTON	40.00	SESE	14 00	17 N	5.0 W	PS
WASHINGTON	40.00	SESE	22 00	17 N	5.0 W	PS
WASHINGTON	40.00	SWSW	23 00	17 N	5.0 W	PS
WASHINGTON	160.00	E2NE, W2SE	23 05	17 N	5.0 W	PS
WASHINGTON	480.00	W2NE, W2, W2SE	24 00	17 N	5.0 W	PS
WASHINGTON	440.00	SWNE, W2, W2SE	25 00	17 N	5.0 W	PS
WASHINGTON	160.00	W2W2	26 00	17 N	5.0 W	PS
WASHINGTON	240.00	E2E2, W2NE	26 05	17 N	5.0 W	PS
WASHINGTON	320.00	E2NE, S2SW, SE ✓	27 00	17 N	5.0 W	PS
WASHINGTON	40.00	SENE	32 00	17 N	5.0 W	PS
WASHINGTON	200.00	S2N2, SESW	33 00	17 N	5.0 W	PS
WASHINGTON	80.00	N2NE	33 05	17 N	5.0 W	PS
WASHINGTON	160.00	N2N2	34 00	17 N	5.0 W	PS
WASHINGTON	160.00	S2N2	34 05	17 N	5.0 W	PS
WASHINGTON	120.00	E2NE, NESE	35 00	17 N	5.0 W	PS

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-5058

PAGE 3

ATTACHMENT A

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
WASHINGTON	200.00	SEnw, SW	35 05	17 N	5.0 W	PS
WASHINGTON	80.00	W2NW	35 10	17 N	5.0 W	PS
WASHINGTON	640.00	ALL	✓36 00	17 N	5.0 W	PS

STATE OF IDAHO
STATE LAND LEASE

Lease Number G-5058-0
Page 1 of 2

ATTACHMENT B

This lease is made pursuant to the laws of the State of Idaho and the Rules and Regulations governing grazing leases and cropland leases, IDAPA 20.13.

1. USE OF LAND

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

2. RECLASSIFICATION OF LAND USE

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

3. RATE OF RENT — CHANGE OF RENT

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

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

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

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

5. RENEWAL OF LEASE — APPRAISAL OF IMPROVEMENTS

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

6. RELINQUISHMENT OF RIGHTS

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

7. TIMBER ON LAND UNDER LEASE — STATE FIRE LAWS

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

8. MINERAL RESERVATIONS

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

9. GRAZING REGULATIONS

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

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

APPLICATION FOR ASSIGNMENT
OF STATE LAND LEASE
Department of Lands

For and in consideration of -0- dollars, paid for the lease and -0- dollars paid for improvements and/or personal property, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto Hixon Properties, dba OX Ranch of 1095 Calf Pen Road Street City Council State of ID Zip 83612

all our right, title and interest in and to State of Idaho Lease No. G-5058 so far as the same relates to the following lands only: All Sec. 16, Twp. 17N, Rge. 3W, BM

A description and location of any improvements and/or personal property included in this transaction is attached hereto. We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this 20th day of January, 19 93.

STATE OF IDAHO)

County of Washington)

Michael J. Hillman
Assignor

Margaret J. Hillman
Assignor

On this 20th day of January, in the year 19 93, before me, a Notary Public in and for said State, personally appeared Michael J. Hillman and Margaret J. Hillman

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

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

Justin C. Dyer
Notary Public for Idaho,

Residing at: McCall, ID

ACCEPTANCE AND ASSUMPTION

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of -0- dollars is the full and complete amount of consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 21st day of January, 19 93.

STATE OF IDAHO)

County of Adams)

Hixon Properties, dba OX Ranch
Assignee

Assignee

On this 21st day of January, in the year 19 93, before me, a Notary Public and for said State, personally appeared John E. Dyer III

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

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

Justin C. Dyer
Notary Public for Idaho

Residing at McCall Idaho

Recorded this 1 day of February, 19 93

Donald E. Hillman
Director

53015

STATE OF IDAHO - DEPARTMENT OF LANDS
CROP AND GRAZING LAND LEASE SYSTEM
LEASE MASTER RECORDS

PAGE 1

NAME: Michael J. Hillman
ADDR 1: HC 69, Box 3900
ADDR 2:
CITY: Cambridge,
STATE, ZIP: ID 83610

CANCELLATION: / /
REINSTATEMENT: / /
MORTGAGE:

DUP-PRINT: P

LEASE NUMBER: 6-5058
EXPIRE YR: 00
AREA: 5
DESC: PAYETTE LAKES

AUMS: 1,629.00 TOTAL ACRES: 8,258.99

LEGAL DESCRIPTION OF LEASED GROUND

TOWNSHIP	SECTION	LEGAL DESCRIPTION	FUND	CTY	AREA	AUMS	GRAZING	WASTLAND	DRYLAND	IRRIGATED	TOTAL
16	N 4.0 W	6 00 LOT 7(SWSW), SESW, SWSE	01	44	5	20.00	109.27	0.00	0.00	0.00	109.27
16	N 4.0 W	7 00 NWNW, LOT 1	01	44	5	20.00	109.22	0.00	0.00	0.00	109.22
16	N 4.0 W	7 05 E2SW, L2	01	44	5	14.00	69.28	0.00	0.00	0.00	69.28
16	N 4.0 W	7 10 NENE	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
16	N 4.0 W	7 10 NENE	01	44	5	6.00	29.70	0.00	0.00	0.00	29.70
16	N 4.0 W	18 00 LOT 2 (SWNW)	01	44	5	16.00	80.00	0.00	0.00	0.00	80.00
16	N 5.0 W	1 00 S2SE	01	44	5	79.00	400.04	0.00	0.00	0.00	400.04
16	N 5.0 W	2 00 L 4(NWNW), SWNW, S2	01	44	5	118.00	599.82	0.00	0.00	0.00	599.82
16	N 5.0 W	3 00 L 3(NENW), S2NW, S2	01	44	5	0.00	0.00	0.00	0.00	0.00	0.00
16	N 5.0 W	3 05 L 1,2(N2NE), S2NE,	01	44	5	79.00	400.00	0.00	0.00	0.00	400.00
16	N 5.0 W	4 00 S2W2, NWSW, SESW, SE	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
16	N 5.0 W	5 05 SENE	01	44	5	55.00	280.00	0.00	0.00	0.00	280.00
16	N 5.0 W	9 05 NENW, SWNE, NESW, E2E2	01	44	5	95.00	480.00	0.00	0.00	0.00	480.00
16	N 5.0 W	10 00 N2, SE	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
16	N 5.0 W	11 00 NWNW	01	44	5	47.00	240.00	0.00	0.00	0.00	240.00
16	N 5.0 W	12 00 N2NE, SWNE, SENW, E2SW	01	44	5	63.00	320.00	0.00	0.00	0.00	320.00
16	N 5.0 W	13 00 S2NE, E2W2, W2SE	01	44	5	24.00	120.00	0.00	0.00	0.00	120.00
16	N 5.0 W	15 00 NENW, S2NW	01	44	5	95.00	480.00	0.00	0.00	0.00	480.00
16	N 5.0 W	16 05 E2, E2W2	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
16	N 5.0 W	21 05 NENE, S2NE, SENW	01	44	5	16.00	80.00	0.00	0.00	0.00	80.00
16	N 5.0 W	24 00 N2NE	01	44	5	35.00	176.50	0.00	0.00	0.00	176.50
17	N 4.0 W	30 00 E2SW, LOTS 3,4 (W2SW), SWSE	01	44	5	48.00	245.16	0.00	0.00	0.00	245.16
17	N 4.0 W	31 00 NESW, LOT 3(NWSW)	01	44	5	0.00	0.00	0.00	0.00	0.00	0.00
17	N 4.0 W	31 05 NWNW, E2NW, LOTS 1,2 (W2NW)	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
17	N 5.0 W	13 00 S2S2	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
17	N 5.0 W	14 00 SESE	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
17	N 5.0 W	22 00 SESE	01	44	5	5.00	26.10	13.90	0.00	0.00	40.00
17	N 5.0 W	23 00 SWSW	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
17	N 5.0 W	23 05 E2NE, W2SE	01	44	5	95.00	480.00	0.00	0.00	0.00	480.00
17	N 5.0 W	24 00 W2NE, W2, W2SE	01	44	5	87.00	440.00	0.00	0.00	0.00	440.00
17	N 5.0 W	25 00 SWNE, W2, W2SE	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
17	N 5.0 W	26 00 W2W2	01	44	5	47.00	240.00	0.00	0.00	0.00	240.00
17	N 5.0 W	26 05 E2E2, W2NE	01	44	5	63.00	320.00	0.00	0.00	0.00	320.00
17	N 5.0 W	27 00 E2NE, S2SW, SE	01	44	5	8.00	40.00	0.00	0.00	0.00	40.00
17	N 5.0 W	32 00 SENE	01	44	5	40.00	200.00	0.00	0.00	0.00	200.00
17	N 5.0 W	33 00 S2N2, SESW	01	44	5	16.00	80.00	0.00	0.00	0.00	80.00
17	N 5.0 W	33 05 N2NE	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
17	N 5.0 W	34 00 N2N2	01	44	5	32.00	160.00	0.00	0.00	0.00	160.00
17	N 5.0 W	34 05 S2N2	01	44	5	24.00	120.00	0.00	0.00	0.00	120.00
17	N 5.0 W	35 00 E2NE, NESE	01	44	5	40.00	200.00	0.00	0.00	0.00	200.00
17	N 5.0 W	35 05 SENW, SW	01	44	5						

STATE OF IDAHO - DEPARTMENT OF LANDS
CROP AND GRAZING LAND LEASE SYSTEM
LEASE MASTER RECORDS

PAGE 2

LEASE NUMBER: 6-5058

----- LEGAL DESCRIPTION OF LEASED GROUND -----

TOWNSHIP	SECTION	LEGAL DESCRIPTION	FUND	CTY	AREA	AUMS	BRAZING	WASTLAND	DRYLAND	IRRIGATED	TOTAL
17	N	5.0 W 35 10 W2NW	01	44	5	16.00	80.00	0.00	0.00	0.00	80.00
17	N	5.0 W 36 00 ALL	01	44	5	126.00	640.00	0.00	0.00	0.00	640.00
TOTALS FROM INVENTORY			BILLABLE AUMS		GRAZABLE		WASTLAND		IRRIGATED		TOTAL ACRES
			1,629.00		8,245.09		13.90		0.00		8,258.99

----- CHARGES RECORDS -----

ITEM	CHARGE	DESCRIPTION LINE ONE	DESCRIPTION LINE TWO	ONETIME	EXPI. DATE	RATE	PER	CD	BILL AMOUNT
1	LS01	GRAZING LEASE			N 12/31/2000	4.99	GRAZ.	6	8,128.71
TOTAL LEASE AMOUNT									8,128.71

----- SPECIAL PROVISIONS -----

ITEM	LINE	TEXT
NUMBER	NUMBER	

APPLICATION FOR ASSIGNMENT
OF STATE LAND LEASE

Department of Lands

For and in consideration of One (1) dollars, paid for the lease and One (1) dollars paid for improvements and / or personal property, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto the Idaho Department of Fish and Game

of 600 South Walnut Street, Boise, State of Idaho Zip 83712
Street City

all our right, title and interest in and to State of Idaho Lease No. G5058 so far as the same relates to the following lands only:

A description and location of any improvements and / or personal property included in this transaction is attached hereto. We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this 5th day of August, 19 93.

STATE OF IDAHO)

ss

Assignor Michael J. Hillman
Michael J. Hillman

County of ADA)

Assignor

On this 5th day of August, in the year 19 93, before me, a Notary Public in and for said State, personally appeared Michael J. Hillman

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

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

James D. Edwards
Notary Public for Idaho,

Residing at Weiser, Id.

ACCEPTANCE AND ASSUMPTION

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of _____ dollars is the full and complete amount of consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 12th day of August, 19 93.

STATE OF IDAHO)

ss

Assignee Thomas L. Parker for Idaho Dept. of Fish and Game

County of Ada)

Assignee

On this 12 day of August, in the year 19 93, before me, a Notary Public in and for said State, personally appeared Thomas L. Parker

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

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

Peggy Reeves
Notary Public for Idaho

Residing at: Harper, Id.

Recorded this 20 day of September, 19 93

Donald E. Holbo
Director

AP. | CATION FOR ASSIGNMEI
OF STATE LAND LEASE

Department of Lands

For and in consideration of One (1) dollars, paid for the lease and One (1) dollars paid for improvements and / or personal property, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto the Idaho Department of Fish and Game

of 600 South Walnut Street, Boise, State of Idaho Zip 83712
Street City

all our right, title and interest in and to State of Idaho Lease No. G5058 so far as the same relates to the following lands only:

A description and location of any improvements and / or personal property included in this transaction is attached hereto. We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this 5th day of August, 19 93.

STATE OF IDAHO)

ss

Margaret J. Hillman
Assignor Margaret J. Hillman

County of ADA)

Assignor

On this 5th day of August, in the year 19 93, before me, a Notary Public in and for said State, personally appeared MARGARET J. HILLMAN

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

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

James B. Edwards
Notary Public for Idaho,
Residing at: Idaho, Id.

ACCEPTANCE AND ASSUMPTION

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of _____ dollars is the full and complete amount of consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 12th day of August, 19 93.

STATE OF IDAHO)

ss

Thomas L. Parker for Idaho Dept. of Fish and Game
Assignee

County of Ada)

Assignee

On this 12 day of August, in the year 19 93, before me, a Notary Public in and for said State, personally appeared Thomas L. Parker

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

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

James B. Edwards
Notary Public for Idaho,
Residing at: Idaho, Id.

Recorded this 20 day of September, 19 93

David E. Hobb
for Director



MISCELLANEOUS LEASE
IDAHO DEPARTMENT OF FISH & GAME
No. M-5040

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (LESSOR) and the Idaho Department of Fish & Game (LESSEE), 600 South Walnut, Statehouse Mail, Boise, Idaho 83720, collectively referred to herein as the "Parties." In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

This lease shall commence JANUARY 1, 2001, and terminate DECEMBER 31, 2010.

The LESSOR does hereby lease and demise unto the LESSEE, at the rate and for the use specified herein, the lands described in Attachment B.
[Washington & Adams County; LM41-01]

In consideration of the foregoing, the covenants, restrictions and conditions in the attached, herein incorporated by reference as Attachment A, are hereby agreed to by LESSEE and LESSOR.

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

IDAHO STATE BOARD OF LAND COMMISSIONERS

Pete T. Cenarrusa
Secretary of State

Stanley F. Hamilton
Director, Department of Lands



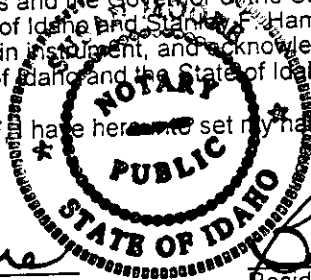
Dirk Kempthorne
President of the State Board of Land Commissioners
Governor of the State of Idaho

STATE OF IDAHO, COUNTY OF ADA

On this 1st day of December, 2000, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the President of the Idaho State Board of Land Commissioners and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, Department of Lands, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

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

Susan Moore
Notary Public



Residence

6-8-2001
Commission Expires

LESSEE

Robert W. Sando (LESSEE)

(LESSEE)

STATE OF Idaho COUNTY OF Ada

On this 1st day of December in the year 2000, before me, a Notary Public in and for said State, personally appeared Robert W. Sando

known to me to be the LESSEE that executed the within instrument, and acknowledged to me that they executed same.

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

Jerry L. Verholm
Notary Public

Emmett, Idaho
Residence

8-15-05
Commission Expires

ATTACHMENT A

1. Rent.

Lessee shall pay the Lessor, as rent for the leased site, the following amounts, determined and payable in the manner and at the time set forth herein.

- A. Annual Rent. Lessee shall pay to Lessor as annual rent, without abatement, offset, or deduction of any kind unless expressly allowed by this lease, the amount of **SIXTEEN THOUSAND DOLLARS AND NO/100THS (\$16,000.00)**. Rent is subject to annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U). Each of said annual rent payments will be made payable in advance beginning on the first day of January, 2001 and on every anniversary thereafter. All rent shall be paid in lawful money of the United States of America forwarded to the Lessor or as otherwise directed by the Lessor in writing.
- B. Annual Rent Subject to Modification. Lessor reserves the right to increase or decrease the annual rent to be paid by the Lessee effective on January 1 of any calendar year by first providing Lessee with one hundred and eighty (180) calendar days prior written notification of the change in the annual rent.
- C. Late Payment Fee. Any late payment of annual base rent shall be cause for the Lessor to declare a default herein. If any base rent payment is not made to Lessor on or before January 1 as provided herein, the Lessee shall pay to the Lessor as a late payment fee an amount equal to \$25.00 or one percent (1%) of the amount due, whichever is greater, plus one percent (1%) per month of said amount due including interest thereafter until paid in full.

2. Use of Premises.

- A. Use of the leased premises shall be to maintain or improve mule deer and elk winter habitat, provide habitat for upland game, provide for wildlife compatible livestock grazing and compatible recreation activities, and maintain or improve watershed function.

The Lessee will incorporate domestic livestock grazing into the management of the endowment lands covered under this lease. The livestock will be managed in accordance with the AWMA Grazing Management Plan, which is attached to and herein incorporated as Attachment B of this lease. Any changes to the Grazing Management Plan must receive prior written approval from the Lessor. Failure to comply with provisions of the Grazing Management Plan may result in cancellation of this lease.

- B. Any new or additional use of the lease site requires Lessor's prior written consent. Any new or additional use by Lessee without the authorization of Lessor shall be prohibited and will be considered a breach.

3. Bond.

None.

4. Sublease and Assignment.

- A. Sublease. This lease may not be subleased without Lessee first obtaining the prior written consent of Lessor, or Lessor's designee.
- B. Assignment. This lease may not be assigned without Lessee first obtaining the prior written consent of the Lessor or Lessor's designee.

5. Lessee's Compliance with Applicable Laws and Rules.

- A. Full Compliance. Lessee's use of the leased site shall fully comply with all statutes, ordinances, rules, regulations and laws of applicable federal, state and local governmental authorities. Lessee shall comply with all applicable rules and regulations and standards promulgated by the state Land Board or the Department of Lands.
- B. No Waste or Nuisance. Lessee shall not use the leased site in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything which will create a nuisance or a danger to persons or property.

6. Environmental, Safety, and Sanitary Requirements.

- A. Sanitary Requirements. Lessee shall at all times keep the leased site in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the leased site is maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage within conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. Fire and Safety Regulations. Lessee shall comply with all applicable state laws and rules of the Department of Lands for fire protection and prevention. Lessee agrees to keep the leased site free from fire hazards. Lessee is prohibited from burning of garbage or household trash. The burning of wood or other debris requires the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, or ordinance.
- C. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste such as oil or gasoline or any other substance that is or is suspected to be a hazardous substance or material except as provided by federal, state or local law, regulation or ordinance of manufacture. Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause to be introduced, in accordance with applicable federal, state, or local law, regulation, or ordinance.

7. No Warranty of Suitability.

- A. No Warranty. Lessee acknowledges that the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the leased site or concerning the suitability of the leased site for the uses intended by the Lessee. Lessee acknowledges that it has accepted the leased site in an "AS IS CONDITION," accepting liability for any and all known or unknown faults therein.
- B. Quiet Enjoyment. Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this lease, may quietly have, hold, and enjoy the leased site during the term hereof.

8. Payment of Taxes and Assessments.

The Lessee agrees to pay, when due, before delinquency, any real or personal property taxes, assessment or fees that may be assessed or levied by a governmental authority asserting such authority over the leased site or its improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any claim or assessment.

9. Construction and Improvements.

- A. Water Development. Lessee shall not drill or use a new water well, nor develop any use of any water source, without first obtaining the prior written consent of the Lessor and the applicable governmental authorities responsible for adjudicating and developing water rights.
- B. Construction of Improvements. Lessee may construct improvements upon the leased site under limited circumstances in accordance with the following conditions: Lessee must first obtain the prior written consent of Lessor or Lessor's designee. Lessee must furnish a complete set of construction plans and an accurate plot plan of all proposed improvements contemplated by Lessee and submit those plans and drawings to Lessor or Lessor's designee. Once the approved construction plans and plot plan have been approved, then the construction of the improvements must comply with uniform building codes, and the rules and regulations of the Idaho Department of Lands. Lessee may not place a lien or encumber the leased site.
- C. Treatment of Approved Improvements Upon Lease Expiration. In the event this lease expires without Lessee having made application to renew, Lessor shall have the right to require Lessee to remove all approved improvements placed or caused to be placed upon the leased premises by the Lessee, and to require Lessee to restore the leased premises, as nearly as is reasonably practical, to its natural

condition, all at Lessee's sole cost and expense, or, at Lessor's option, to purchase such approved improvements from Lessee at the fair market value of the same as of the date of expiration.

- D. **Non-Approved Improvements.** Any improvements to the leased site which are not approved by Lessor shall be removed by the Lessee at the Lessee's sole cost and expense. Upon the expiration of the lease term if unapproved improvements remain on the leased site, then Lessor may remove such unapproved improvements and charge the cost of removal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including legal fees and interest.

10. **Relations of the Parties.**

Lessee is not an officer, employee, or agent of the Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any lien, judgment, or encumbrance filed or made against the leased site at the Lessee's sole and separate cost or expense.

11. **Insurance.**

None.

12. **Indemnification.**

Lessee shall indemnify, defend, and save harmless the Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorneys' fees, caused by or arising out of the performance, act or omission of Lessee, or Lessee's agents, or employees or otherwise arising out of the use or occupation of the leased site; or arising from the Lessee or Lessee's agents or employees' failure to comply with any applicable state, federal, or local law, statute, rule, regulation or act. This indemnification shall survive the termination or expiration of this lease.

13. **Inspection and Audit Rights.**

- A. **Inspection by Lessor.** Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the leased site and any improvements at any reasonable time.
- B. **Audit Rights.** The Lessor shall have the right to audit, in such a manner at all reasonable times as it deems appropriate, all activities of the Lessee arising in the course of its undertakings under this lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business.

14. **Reclassification.**

The Lessor reserves the right to reclassify the lands covered by this lease and to terminate this lease with one hundred eighty (180) days written notice of termination to Lessee.

15. **Reservations by Lessor.**

The Lessor expressly reserves and excepts the following rights from the lease:

- A. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the leased site, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. The right to grant easements over the leased site, providing said easements do not conflict with the approved improvements installed and maintained or operated by the Lessee upon the leased site.
- C. The right to require that changes are made to the sanitation or other facilities for the protection of public health, safety or preservation of the leased site.
- D. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this lease.

- E. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this lease.
- F. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

16. **Lessor's Right of Sale or Exchange.**

Lessor reserves the right to sell or exchange all or any portion of the leased premises and in the event of sale or exchange during the continuance hereof, Lessee hereby covenants to deliver immediate possession of the lands so sold or exchanged unto the Lessor, or to the person or party as may be specified in writing by the Lessor or its authorized agent. In the event of such sale or exchange, the Lessee shall have the rights provided by Section 58-313, Idaho Code, with respect to approved improvements placed upon the leased premises by the Lessee; provided that Lessee shall not be entitled to compensation with respect to any non-approved improvements made or erected upon the leased premises.

17. **Lessee's Default.**

Lessee's breach of any of the terms of this lease is a basis for termination of the lease. Lessee's violation of any Land Board or Department of Lands rule or regulation currently or hereafter adopted is a further basis for termination of this lease. Lessor shall provide Lessee written notice of the breach for violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor or Lessor's designee shall cancel the lease effective on the date specified in the written cancellation notice, provided, however, that the notice shall be provided to Lessee no later than thirty (30) calendar days prior to the effective date of such cancellation.

18. **Notices.**

Any notice given in connection with the lease shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph. Until changed by notice in writing, notice, demands and communications shall be addressed as follows:

TO: Idaho Department of Lands (LESSOR)	TO: Idaho Department of Fish and Game (LESSEE)
954 W. Jefferson St.	600 South Walnut
P.O. Box 83720	Statehouse Mail
Boise, ID 83720-0050	Boise, Idaho 83720

19. **Waiver.**

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

20. **Attorneys' Fees and Costs.**

In the event that either party to this lease shall interpret or enforce any of the provisions hereof by any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, accountants' fees and appraisers and fees of other experts, incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

21. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

22. Surrender of Leased Site.

Upon the expiration or termination by default of this lease term, all right, title, and interest of Lessee to any of the improvements constructed upon or placed upon the leased site that are not removed shall be deemed to revert to the state of Idaho. Lessor has the right to enter the premises and remove any of the improvements or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs including legal fees and interest. Lessee upon termination of this lease shall quietly surrender the leased site to Lessor.

23. Miscellaneous.

- A. Modification. This lease may be modified in any particular only by the prior written consent of the authorized representatives of the Lessor and Lessee.
- B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this lease.
- C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- D. Paragraph Headings. The paragraph headings, titles, and captions used in this lease are for convenience only and are not part of this lease.
- E. Entire Agreement. This lease and attached maps contains the entire agreement between the parties as of the date concerning the subject matter hereof and supersedes all prior agreements. The execution of this lease has not been induced by either party, or any agent of either party, be representations, promises, or undertakings whatsoever between the respective parties concerning this lease except those which are expressly contained herein.
- F. Governing Law and Forum. This lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this lease.
- G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees and Lessee's heirs or successors in interest.
- H. Severability. In the event any provision of this lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- I. Access. Access to the area shall be by existing roads only, as they exist on the date of this lease. Access roads are nonexclusive to the Lessee.

Legal Description

TOWNSHIP	RANGE	SECTION	LEGAL DESC.	FUND	AUMS	ACRES
				1	20	109.27
16N	4W	6	SWSE, SESW, Lot 7 (SWSW)	1	42	218.5
16N	4W	7	NENE, E2SW, Lot 1, Lot 2, NWNW	1	6	40
16N	4W	8	NENW	1	21	120
16N	4W	17	N2NE, NWNW	1	18	109.7
16N	4W	18	E2NE, Lot 2 (SWNW)	1	16	80
16N	5W	1	S2SE	1	85	440.18
16N	5W	2	S2, SWNW, L3 (NENW), L4 (NWNW)	1	118	599.82
16N	5W	3	L 1-2 (N2NE), S2NE, S2, S2NW, L3 (NENW)	1	85	440
16N	5W	4	S2N2, SE, NESW, SESW, NWSW	1	8	40
16N	5W	5	SENE	1	81	450
16N	5W	9	SWNE, E2E2, W2SE, NESW, SESW, SESENW, N2SENW, E2NWNW, NENW	1	120	640
16N	5W	10	ALL	1	33	200
16N	5W	11	NE, NWNW	1	47	240
16N	5W	12	N2NE, SWNE, E2SW, SENW	1	63	320
16N	5W	13	S2NE, W2SE, E2W2	1	55	320
16N	5W	15	NWNE, SWSW, N2SW, NW	1	95	480
16N	5W	16	E2, E2W2	1	38	200
16N	5W	21	NE, SENW	1	18	120
16N	5W	23	SENW, E2SW	1	28	160
16N	5W	24	N2NE, E2NW	1	21	133.6
17N	4W	6	L 6-7 (W2SW), E2SW	1	27	173.1
17N	4W	7	NESW, L 1-2 (W2NW), E2NW	1	31	200.5
17N	4W	18	E2SW, SENW, L1 (NWNW), L3(NWSW), L4(SWNW)	1	32	210.97
17N	4W	19	N2SESW, NESW, E2NWSW, L1(NWNW), L5(NWSWNW), E2SWNW, E2NW	1	35	176.5
17N	4W	30	SWSE, E2SW, L 3-4 (W2SW)	1	48	245.16
17N	4W	31	NWNE, NESW, Lot 3 (NWSW), L1-2(W2NW), E2NW	8	40	260
17N	5W	1	SE, E2SW, E2SWSW	8	15	100
17N	5W	11	NENESE, S2NESE, SESE, E2SWSE, SWSWSE	8	43	280
17N	5W	12	SWNE, W2SE, N2SW, S2NW	1	75	440
17N	5W	13	SWNE, S2, S2NW	1	33	200
17N	5W	14	E2E2, NWNE	1	8	40
17N	5W	22	SESE	1	42	235
17N	5W	23	E2NE, W2SE, E2SESW, SWSW, NWSESW, E2SWSESW	1	107	560
17N	5W	24	E2NE, W2NE, W2SE, W2	1	112	600
17N	5W	25	SENE, E2SE, W2E2, W2	1	79	400
17N	5W	26	E2E2, W2W2, W2NE	1	75	400
17N	5W	27	E2NE, SWNE, SE, S2SW, NESW	1	4	25
17N	5W	28	E2NESESE, S2SESE	1	8	40
17N	5W	32	SENE	1	56	280
17N	5W	33	N2NE, S2N2, SESW	1	114	640
17N	5W	34	ALL	1	86	440
17N	5W	35	E2E2, SW, W2NW, SENW	1	126	640
17N	5W	36	ALL	1	24	147.3
18N	5W	36	L 1, S2SE, L4			

**NOW
STARTING
RIGHT
SIDE OF
FILE**



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 13, 2006

STATE OF IDAHO
IDAHO FISH & GAME COMMISSION
PO BOX 25
BOISE ID 83707-0025

RE: Permit No. 69-11501

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

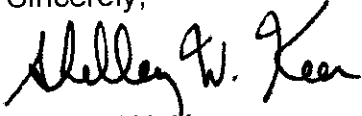
Enclosed is a form entitled 'Instructions for Proof of Beneficial Use.' Please read the instructions carefully since you must take further action to develop this permit into a licensed water right. Also enclosed is a form entitled 'Proof of Beneficial Use.' If your project is already completed, you should complete and submit this form immediately.

Please note that a separate stream channel alteration permit must be obtained from the Department prior to any activity in the stream channel other than construction or maintenance of the diversion structure for your water right(s). Applications for stream channel alteration permits must be filed at least sixty days prior to the commencement of work in the stream.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-287-4947.

Sincerely,

A handwritten signature in black ink that reads "Shelley W. Keen". The signature is fluid and cursive, with the first name "Shelley" being the most prominent part.

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

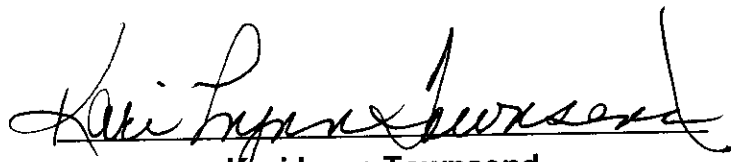
CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2006 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Permit) to the person(s) listed below:

RE: WATER RIGHT NO.

69-11501

**STATE OF IDAHO
IDAHO FISH & GAME COMMISSION
PO BOX 25
BOISE ID 83707-0025**



**Kari Lynn Townsend
Secretary**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below.

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of, or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

Affidavit of Publication

STATE OF IDAHO } ss
County of Washington

Norman Dopf, being duly sworn deposes and says he is the publisher of the Upper Country News-Reporter, a weekly newspaper published at Cambridge, in the County of Washington, State of Idaho; that said newspaper is in general circulation in the county of aforesaid and is a legal newspaper; that the annexed, a printed copy of which is attached hereto and made a part hereof, was published in said newspaper once a week for two consecutive weeks in the regular and entire issue of every number thereof during the period of time of publication, and was published in the newspaper proper and not in a supplement; and that publication of such notice began December 15, 2005 and ended December 22, 2005.

Norman Dopf

Subscribed and sworn to before me this

27 day of December, 2005.

Debbie S. Mayhew

Notary Public in and for the State of Idaho, residing at

Council Bluffs

LEGAL NOTICE

The following application(s) have been filed to appropriate the public waters of the State of Idaho: ✓sk

69-11501
STATE OF IDAHO
IDAHO FISH & GAME COMMISSION
PO BOX 25
BOISE ID 83707-0025

Point(s) of Diversion NENWSW S27 T17N R05W
WASHINGTON County Source SPRING
Tributary To SINKS

Point(s) of Diversion NWNENE S36 T17N R05W
WASHINGTON County Source SPRING
Tributary To SINKS

Point(s) of Diversion NWSENE S36 T17N R05W
WASHINGTON County Source SPRING
Tributary To SINKS

Use: STOCKWATER 01/01 To 12/31 0.23 CFS
Total Diversion: 0.23 CFS
Date Filed: 08/30/2005
Place Of Use: STOCKWATER
T17N R05W S27 NWSW
T17N R05W S36 NENE SENE

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 01/03/2006. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published in the Upper County News Reporter on December 15 & 22, 2005.

JAN 03 2006

WATER RESOURCES
WESTERN REGION

RECEIVED

JAN 03 2006

FISCAL

RECEIVED

DEC 28 2005

ACCTS PAYABLE

IDAHO DEPARTMENT OF WATER RESOURCES

Water Application Report 69-11501

WATER RIGHT NUMBER: 69-11501

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STATE OF IDAHO IDAHO FISH & GAME COMMISSION PO BOX 25 BOISE, ID 83707-0025 (208)334-3700

Priority Date: 08/30/2005

Basis:

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.230 CFS	
	<u>Total Diversion:</u>	0.230 CFS	

Location of Point(s) of Diversion

SPRING	NE1/4NW1/4SE1/4	Sec. 27, Twp 17N, Rge 05W, B.M.	WASHINGTON County
SPRING	NW1/4NE1/4NE1/4	Sec. 36, Twp 17N, Rge 05W, B.M.	WASHINGTON County
SPRING	NW1/4SE1/4NE1/4	Sec. 36, Twp 17N, Rge 05W, B.M.	WASHINGTON County

Place of Use

STOCKWATER																	
Twp Rge Sec																	
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
17N 05W 27															X		
17N 05W 36	X			X													

Remarks:Comments:

1. scurtis 10/12/2005 Comment/Analysis
Comment: Claim 69-10068 contained the same information as this application. The claim was withdrawn (1983 priority).

2. scurtis 1/10/2006 Comment/Analysis
Comment: The point of diversion located in Section 27 was inadvertently entered as the NENWSW rather than the NENWSE. It was published in the newspaper with this error. It was decided by the regional manager that this oversight did not require re-advertisement. Data entry has been corrected.

Dates and Other Information:

Application Received Date: 8/30/2005
Application Type: New Appropriation
Applicant Remarks: Springs developed and first put to use in 1983 to provide water for 1000 head range cattle.
Claim 69-10068 described same use as this application.
Other Water Rights: Numerous rights
Time to Complete Works: 1
Mitigation Plan: False

Kreger (Taylor), Sue

To:
Subject:

dgruenhagen@idl.idaho.gov
comment letter

**IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705**

December 8, 2005

ID DEPT OF LANDS
DAVE GRUENHAGEN
PO BOX 83720
BOISE ID 83720

Dear Mr. Gruenhagen:

Attached are copies of one or more applications that may be of interest to you. Please review the application(s) and submit any comments you may have.

This office normally completes the processing of an application within a six-week period and is required to take final action shortly thereafter. However, if your agency desires to file a formal protest against the approval of any of these applications, your written protest along with the \$25.00 protest fee for each application protested, must be received in this office by January 3, 2006.

If you have any questions regarding these applications, please contact this office at 334-2190.

Sincerely,

Sue Kreger
Administrative Assistant



69-11501.pdf

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705

December 08, 2005

Legal Notice Department
UPPER COUNTY NEWS REPORTER
PO BOX 9
CAMBRIDGE ID 83601-0009

RE: Application for Permit No. 69-11501

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 01/03/2006. Your cooperation is appreciated.

Sincerely

Sue Kreger
Administrative Assistant

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

69-11501

STATE OF IDAHO
IDAHO FISH & GAME COMMISSION
PO BOX 25
BOISE ID 83707-0025

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Total Diversion: 0.23 CFS

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KARL J DREHER, Director

Published in the Upper County News Reporter on December 15 & 22, 2005.



IDAHO FISH & GAME

600 South Walnut
P.O. Box 25
Boise, Idaho 83707-0025

Dirk Kempthorne / Governor
Steven M. Huffaker / Director

RECEIVED

AUG 30 2005

WATER RESOURCES
WESTERN REGION

August 29, 2005

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Applications for Permit for stockwater use in Basin 69 (Andrus WMA)

Dear Sir/Madam:

I have enclosed two applications for permit for stockwater use in Basin 69 at our Andrus Wildlife Management Area (WMA) and a check (#70906) for \$500.00 for the application fees. Please send me a receipt for payment. If you have questions regarding these applications, please contact either myself at 287-2715 or Anna Owsiak at (208) 257-3363.

Sincerely,

Cindy Robertson
Staff Biologist

Cc: Anna Owsiak